

# **Historic Resource Study**

## **Cumberland, Maryland**

Historical Data

Chesapeake and Ohio Canal National Historical Park

MD–D.C.–W.Va.

by  
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## PREFACE

This report has been prepared to satisfy in part the research needs for the preservation and interpretation of the Chesapeake and Ohio Canal within the city of Cumberland, Maryland.

The canal within Cumberland is physically divided into two sections. The first section is nearly three miles long and remains unaltered from its late nineteenth and early twentieth century appearance. This section begins at the Cumberland city line just above Evitts Creek at mile 180.7 and runs up to the long concrete waste weir at mile 183.5. The second section, on the other hand, has been completely altered from its late nineteenth and early twentieth century appearance. The canal bed and towpath in this section lie beneath twenty feet of landfill, the result of a flood control project completed in the 1950's. This section begins at the long concrete waste weir at mile 183.5 and continues to the stone remains of the two parallel locks at mile 184.5.<sup>1</sup>

Since the canal bed and towpath have been so drastically altered in the historic center of Cumberland, the possibilities for interpretation are few. Therefore, the primary importance of this study lies in its attempt to present a detailed history of the canal at Cumberland based on primary sources.

In accordance with the National Park Service Activity Standards of 1971 this study deals with the historical background of a previously unstudied area of the Chesapeake and Ohio Canal National Historical Park.<sup>2</sup> Although almost every historic structure report on the canal contains some reference to the importance of Cumberland, there has not been a study devoted solely to the canal at Cumberland. In the private sector there have been two published histories of Allegany County and one published history of the city of Cumberland. Although these sources do deal with the importance of the canal to Cumberland in the second half of the nineteenth century, they are limited in their coverage and contain little primary documentation on the canal.

Cumberland is a city with a rich history. In pre-Colonial days a major Shawnee town flourished on the present-day site of Cumberland. During the colonial period the Ohio Company selected a site near present-day Cumberland to erect a warehouse for the western trade. Shortly afterwards a colonial fort was erected where the Episcopal Church now stands. Cumberland eventually served as a terminus for the National Road, the Baltimore and Ohio Railroad and Chesapeake and Ohio Canal. Although the canal story is the central theme of this study, attention

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<sup>1</sup> The lower parallel lock, which has been filled in, can still be clearly seen under the Western Maryland trestle. This lock had two sets of gates and serves as a combination guard and river lock. Therefore, it was sometimes referred to as a lift lock. The upper lock, on the other hand, is barely noticeable under the trestle. This lock had only one pair of gates and thus served primarily as a feeder lock. It was originally referred to as a flume because it conducted water from the river around the lower lock into the basin.

<sup>2</sup> Public Law 91-664 which created the Chesapeake and Ohio National Historical Park in 1971, did not provide for additional land acquisition along the eight-mile stretch of the canal from just above Lock 75 at North Branch to the Guard Lock at Cumberland. The canal right-of-way along this eight-mile stretch averages about 150 feet in width, thus providing about a 45-foot wide buffer on each side of the 60-foot wide canal. The city officials of Cumberland tried unsuccessfully in 1972 to have Public Law 91-664 amended to provide for acquisition in the Cumberland area. The city of Cumberland presently owns about 150 acres between the canal and the river at Candoc in South Cumberland. See the *Chesapeake and Ohio Canal National Historical Park, District of Columbia/Maryland, General Plan* (Washington: National Park Service, 1978), p. 77.

has also been given to Cumberland's broad historic past. Particular attention has been given to the various railroad lines which converged on Cumberland. These railroads in conjunction with the canal made Cumberland the Queen City of the Alleghenies during the second half of the nineteenth century.

## Recommendations

### Recommendations for Preservation and Interpretation.

The preservation of the canal at Cumberland should present no problems in the future. The flood control project which covered over most of the basin area is in the past and there are no present threats to the remaining structures or to the undisturbed portion of the canal in South Cumberland. The canal is listed on the National Register of Historic Places and is theoretically protected by a body of preservation laws passed over the last decade.

On the other hand, there are several problems involved in the future interpretation of the canal at Cumberland. As implied throughout this study, Cumberland was second only to Georgetown as a canal town. In one sense, Cumberland was probably even more important than Georgetown because of Cumberland's closeness to the coal region. After 1850 the few goods coming up from Georgetown were insignificant compared to the coal leaving the basin at Cumberland.

Since the historic basin area in downtown Cumberland has been altered almost beyond recognition, the possibilities for interpreting this area are not great. A National Park Service mobile interpretative unit could be scheduled to visit the terminus area periodically to tell the Cumberland story. The possibility also exists that the old Western Maryland Railroad Station above the guard and feeder locks could be used as an interpretative center to tell not only the canal story but also the closely related railroad story. A reliable source indicates that the station is now owned by Allegany County and the possibility exists that the National Park Service and the county may eventually work out some arrangement for using the building.<sup>3</sup>

The interpretative signs for the guard and feeder locks appear to be adequate within the basin area. There should, however, be signs on Baltimore and Wineow Streets to direct visitors to the basin area. Signs should also be placed near the stop gate and large concrete waste weir at the southern end of the basin area.

In South Cumberland where the canal bed and towpath have not been substantially altered, sections of the canal could possibly be easily rewatered. There are, however, no canal structures to interpret in this area.

### Recommendations Regarding Further Historic Research.

The author has thoroughly investigated the records of the canal company for this report. Primary and secondary sources related to the history of the city of Cumberland were also examined by the author at the Library of Congress, the Allegany County Courthouse, the Allegany County Historical Society and the Allegany Community College. The author therefore feels that no further historical research is needed on the canal at Cumberland.

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<sup>3</sup> Interview with David Forney, Ranger Interpreter, North branch, Maryland, September 21, 1978.

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## CHAPTER I.

### Early Indian Inhabitants of the Wills Creek–Potomac River Area.

The earliest known inhabitants of the area that would later be called Cumberland, were the Shawanese or Shawnees.<sup>4</sup> The Shawnees were one of many groups belonging to the Algonquin linguistic family, which ranged from North Carolina to the Hudson Bay and from the eastern seaboard westward to the Mississippi.

Historians are uncertain as to when the Shawnees first settled in the area. According to William H. Lowdermilk's *History of Cumberland (Maryland)*, the first record of the Shawnee presence in the area dates from 1728. Although Lowdermilk does not give the source of his information, he states that in 1728 the Shawnees had a town called Caiuctucuc at the junction of two streams called the Cohongaronta (North Branch of the Potomac) and the Caiuctucuc (Wills Creek). The town of Caiuctucuc (so named because of the creek) was situated on land lying between the two streams with "the greater portion of the town being located upon the site of the west side of the present city of Cumberland."<sup>5</sup>

The Shawnees apparently abandoned Caiuctucuc and the rest of Western Maryland before Europeans moved into the area. According to one source, the Shawnees could possibly have anticipated European intrusions and simply moved to avoid conflict.<sup>6</sup> The earliest map of the area (drawn in 1751) simply calls the area "Abandoned Shawnee Lands." A few Indians did however remain in the area. Those few that remained were probably single-family members who decided not to follow the rest of the Shawnees or members of roving parties who were not of the Shawnee tribe.<sup>7</sup>

Some of the Indians who remained in the area were apparently viewed with deference by the Europeans who moved in amongst them. Legends grew up around several Indians. Some Indians left their names to area landmarks despite the fact that many original Indian names were changed or forgotten.

The story of Chief Will is perhaps the best example of how legends grew up around some of the Indians who remained after the arrival of Europeans. According to Lowdermilk's *History of Cumberland*, Chief Will was a full-blooded Shawnee who decided to remain "with his family and a few followers" in "the land of their fathers" rather than flee the approach of the Europeans. When the whites moved into the area, Will and an Indian companion named Eve welcomed them

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<sup>4</sup> Harry I. Stegmaier, Jr., et. al., *Allegheny County: A History* (Parsons, West Virginia: McClain Printing Co., 1976), pp. 9–10. See also *Funk and Wagnall's New Standard Dictionary of the English Language* (New York: Funk and Wagnall's Co., Inc., 1963), p. 70.

<sup>5</sup> William H. Lowdermilk, *History of Cumberland (Maryland) from the time of the Indian Town, Caiuctucuc, in 1728, up to the present day, embracing an account of Washington's first campaign, and battle of Fort Necessity, together with a history of Braddock's expedition* (Washington D.C.: J. Anglim Publisher, 1878; reprinted, Baltimore: Regional Publishing Co., 1971), p. 18. In 1728 the Shawnees also had other towns along the Upper Potomac. One of the best known of the other towns was the one located at the present site of Oldtown. See Lowdermilk, *History of Cumberland*, pp. 18–19. See also Stegmaier, *Allegheny County: A History*, p. 10.

<sup>6</sup> Stegmaier, *Allegheny County: A History*, p. 10.

<sup>7</sup> *Ibid.*, See also Lowdermilk, *History of Cumberland*, p. 20.

with kindness. Will's "wigwam was built in a little cove lying between" Wills Mountain and Wills Knob, a distance of "about three miles from the mouth of the creek" which also bears his name. Will's claim to the property in the vicinity of his dwelling was respected to a small degree. Whenever a white settler obtained a grant, Will was paid a "trifle" for compensation. When Thomas Cresap, at the behest of Governor Bladen, surveyed the earliest tracts of land in the area in 1745, one of the tracts was given the name Will's Town. Will lived out his latter years in the same little cove along Wills Creek. He died there sometime around the end of the American Revolution. His immediate descendants intermarried with whites, but continued to live in the Wills Creek area until as late as 1810.<sup>8</sup>

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<sup>8</sup> Lowdermilk, *History of Cumberland*, pp. 21–22. See also Stegmaier, *Allegheny County: A History*, p. 19 and James Walker Thomas and Thomas John Chew Williams, *History of Allegheny County, Maryland*, 2 Vols. (Cumberland: L. R. Titsworth and Co., 1923; reprinted, Baltimore: Regional Publishing Co., 1969), p. 10.

## CHAPTER II

### Early European Settlement

European settlement of Western Maryland began sometime after 1730. Although Maryland's Eastern Shore was well settled by 1730, only a few whites had penetrated Maryland's backcountry by that date.<sup>9</sup>

The movement into Maryland's backcountry was started by Scotch-Irish and German Settlers from southwestern Pennsylvania. In the early 1730's these settlers began to push southward onto the Monocacy Valley area of what would eventually become Frederick County.<sup>10</sup>

As the Germans and Scotch-Irish moved from Pennsylvania into Western Maryland, a quarrel developed between the Calvert and Penn families over the boundary line between the two colonies.<sup>11</sup> Between 1732 and 1736 Pennsylvanians and Marylanders conducted retaliatory border raids against each other. The Maryland guerrilla leader, Thomas Cresap gained the confidence of Lord Baltimore's agent and adviser, Daniel Dulany, and conducted several raids with Dulany's approval. The undeclared war came to an end in 1736 when Cresap was temporarily imprisoned by the Pennsylvanians. Dulany gained Cresap's release and then developed an economic partnership with Cresap which was designed to strengthen Lord Baltimore's western claims and at the same time make sizeable personal profits. With Cresap as his agent Dulany proceeded to purchase huge chunks of western lands which Cresap surveyed and resold to the new settlers.<sup>12</sup>

Thomas Cresap continued in the service of Daniel Dulany for a number of years and eventually moved further west. In 1737 Cresap purchased "Long Meadow" on Antietam Creek with the aid of Dulany. In 1742 Cresap moved over into present day Allegany County and settled at the site of "King Opessa's Town," an abandoned Shawnee village. He renamed the place Skipton, but the name never took hold. Settlers who followed Cresap to Skipton continued to call the place "Shawanese Old Town" and eventually the name was shortened to Oldtown.<sup>13</sup>

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<sup>9</sup> Stegmaier, *Allegany County: A History*, p. 12.

<sup>10</sup> *Ibid.* See also Thomas John Chew Williams and Folger McKinsey, *History of Frederick County, Maryland*, 2 Vols. (Cumberland: L.R. Titworth and Co., 1910; reprinted, Baltimore: Regional Publishing Co., 1967), pp. 1-11. By 1748 enough settlers were in the backcountry region to justify the creation of the new county of Frederick. Settlement was so thin, however, that the new county included what is now Frederick, Montgomery, Washington, Allegany and Garrett counties, as well as part of Carroll County. The new county thus contained approximately three-fourths the total land within the state. See John Thomas Scharf, *History of Western Maryland*, 2 Vols. (Philadelphia: L. H. Evarts, Publisher, 1882; reprinted, Baltimore: Regional Publishing Co., 1986), p. 58.

<sup>11</sup> At the same time Maryland's boundary with Virginia was also in dispute.

<sup>12</sup> Stegmaier, *Allegany County: A History*, pp. 12-14.

<sup>13</sup> *Ibid.*, pp. 13-15. This was one of the first white settlements in Allegany County. See Thomas and Williams, *History of Allegany County, Maryland*, p. 12. Thomas Cresap, however, was probably not the first white person to settle in present day Allegany County. That distinction probably belongs to an Englishman named Evart. According to legend, Evart was disappointed by an unsuccessful courtship and thus decided to leave present-day Washington County and move into the mountains near Rocky Gap, seven miles northwest of what is today the city of Cumberland. There he lived until his death in 1750. The early settlers gave his name Evart's Creek and Evart's Mountain. Later these landmarks were corrupted into Evitt's Creek and Evitt's Mountain. See Thomas and Williams, *History of Allegany County, Maryland*, p. 11. See also Stegmaier, *Allegany County: A History*, pp. 15-16.

In 1745 Cresap was temporarily employed by Governor Thomas Bladen of Maryland to survey the area known as “Walnut Bottom” which is the site of the present city of Cumberland. This survey did not lead, however, to any immediate settlement of Walnut Bottom.<sup>14</sup> Any significant settlement of the Wills Creek/Potomac River area would have to wait until 1750 and the arrival of the Ohio Company.

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<sup>14</sup> Stegmaier, *Alleghany County: A History*, pp. 15, 69.

### CHAPTER III

#### The Ohio Company

At the same time that Maryland's boundary with Pennsylvania was in dispute, a dispute also existed over the western boundary between Maryland and Virginia. According to Lord Baltimore's charter, the boundary line between his colony and Virginia rested at the "first Fountain of the River Pottowmack." The precise location of the "first fountain" was unknown. Lord Baltimore's adviser Daniel Dulany probably learned from Thomas Cresap that somewhere in the backcountry the Potomac separated into two streams, the North Branch and the South Branch. Since the South Branch was the larger of the two streams, Dulany decided to lay the proprietor's claim along the South Branch. If this claim had been accepted it would have added a vast area to Lord Baltimore's colony.<sup>15</sup>

Dulany's decision to use the South Branch as the boundary between the two colonies was also probably in response to a boundary survey ordered in 1736 by Lord Fairfax of Virginia. This survey concluded that the source of the North Branch of the Potomac marked the northernmost boundary of Lord Fairfax's holdings.<sup>16</sup>

In 1744 Dulany went himself in search of the "first fountain," but cold weather cut short his mission. Dulany, therefore never saw the two branches of the Potomac, although his agent Thomas Cresap had lived in the area of the two branches (at Oldtown) since 1742.<sup>17</sup>

In 1746 Lord Fairfax ordered another survey to determine the northernmost boundary of his lands. This survey party, which included several prominent individuals, also concluded that the boundary line between Maryland and Virginia was the North Branch. The group placed a boundary stone near the present site of Harpers Ferry, at a point they considered to be the "headspring" of the Potomac.<sup>18</sup>

Five years later (in 1751) two members of the survey party, Peter Jefferson, the father of Thomas Jefferson, and Joshua Fry, a surveyor from Albemarle County, Virginia, published a map of the disputed region which indicated the survey party's boundary line. The map also indicated the "Abandoned Shawnee Lands" around Wills Creek as well as a "Coal Mine" further west near George's Creek.<sup>19</sup> The boundary dispute between Maryland and Virginia soon took second place, however, to other events happening in the two colonies.

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<sup>15</sup> Stegmaier, *Allegheny County: A History*, p. 14. See also Donald M. Dozer, *Portrait of the Free State: A History of Maryland* (Cambridge, Maryland: Tidewater Publishers, 1976), pp. 203–204.

<sup>16</sup> Stegmaier, *Allegheny County: A History*, p. 16. See also Charles Morrison, *The Western Boundary of Maryland* (Parsons, W. Va.: McClain Printing Co., 1976), p. 6.

<sup>17</sup> Stegmaier, *Allegheny County: A History*, pp. 14–16.

<sup>18</sup> According to Stegmaier, the 1746 survey was ordered by Lord Fairfax because the earlier survey (1736) had not been approved, and thus "the claims of the contending parties remained unresolved." See Stegmaier, *Allegheny County: A History*, pp. 16–17.

<sup>19</sup> This is the first record of the presence of coal in Western Maryland. This map also indicates that the Shawnees had abandoned their lands along the Upper Potomac before any sizeable number of white settlers moved into the area. See Stegmaier, *Allegheny County: A History*, pp. 17, 130.

There had existed for a number of years a fairly lucrative fur trade between the French and the Indians in the Ohio Valley. For a number of years Pennsylvania trappers also had shared in this trade. In 1749 a group of prominent citizens from Maryland and Virginia organized the Ohio Company of Virginia with the aim of entering the fur trade and competing with the French and Pennsylvanians.<sup>20</sup>

The Ohio Company, chartered in 1749, included in its membership some of Maryland's and Virginia's best-known citizens. As indicated by the charter, the members of the company, although primarily concerned with profit, agreed to become the "vanguard of the British advance" into the Ohio Country, an area claimed by both Britain and France. The company's charter contained a land grant of "two hundred thousand acres" in the Ohio Country. The charter also offered the company the possibility of receiving "300,000 additional acres" if a fort was built and 200 families settled there.<sup>21</sup>

The Ohio Company originally decided to build its fort at the "Forks of the Ohio" where the Ohio, Monongahela and Allegheny rivers meet. A war had just been ended between France and Britain, however, and company members were reluctant to do anything that might renew hostilities. The company therefore decided to postpone the erection of a fort at the "Forks of the Ohio" and instead build a trading post or warehouse on the Potomac at Wills Creek. The mouth of Wills Creek was selected because this spot was thought to be the "upper limit of satisfactory" Potomac navigation.<sup>22</sup>

When the Ohio Company built its warehouse (or storehouse) in 1750 the nearby creek was already known as Wills Creek and the area around the site of the storehouse was known as Wills Town.<sup>23</sup> The 1750 storehouse was "located on the west side of Wills Creek, north of the river" in Maryland.<sup>24</sup>

In 1752, however, the Ohio Company decided to build a storehouse on the Virginia side of the Potomac. This storehouse was referred to as the "New Storehouse." It was located near the present town of Ridgeley, West Virginia. The "New Storehouse" was built because the Ohio Company had decided to make Wills Creek a permanent storage area. The Ohio Company evidently expected the area to become an important trading center. The land surrounding the "New Storehouse" was surveyed on both the Virginia and Maryland sides of the Potomac. It was then divided into lots and the name of the area changed from Wills Town to Charlotteburg in honor of Princess Charlotte Sophia.<sup>25</sup>

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<sup>20</sup> Walter S. Sanderlin, *The Great National Project: A History of the Chesapeake and Ohio Canal* (Baltimore: The John Hopkins Press, 1946), p. 22. See also Stegmaier, *Allegheny County: A History*, p. 17.

<sup>21</sup> Stegmaier, *Allegheny County: A History*, pp. 18–19.

<sup>22</sup> *Ibid.*, p. 19. See also Sanderlin, *The Great National Project*, p. 25.

<sup>23</sup> Stegmaier, *Allegheny County: A History*, p. 19.

<sup>24</sup> Lowdermilk, *History of Cumberland*, p. 30.

<sup>25</sup> Princess Charlotte Sophia later became the wife of King George III. *Ibid.*, pp. 29–31. See also Stegmaier, *Allegheny County: A History*, p. 20 and Sanderlin, *The Great National Project*, p. 25.

In the meantime the Ohio Company in 1751 had hired Thomas Cresap and the famous Indian explorer, Nemacolin, to survey a road between Wills Creek and the “Forks of the Ohio.”<sup>26</sup> The coming conflict between the French and English, however, soon put an end to the progress being made by the Ohio Company.

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<sup>26</sup> Stegmaier, *Alleghany County: A History*, p. 20. See also Lowdermilk, *History of Cumberland*, p. 29 and Sanderlin, *The Great National Project*, p. 26.

## CHAPTER IV

### Fort Cumberland

In 1752 the Ohio Company sent a group of settlers to the “Forks of the Ohio,” in spite of the fact that the company had not built any fortifications in the area.<sup>27</sup>

In order to check the growing British influence on the edge of the Ohio Country, the French in 1753 began to build a series of fortifications stretching from Lake Erie towards the Ohio River.<sup>28</sup>

Members of the Ohio Company viewed the French fortification movement with alarm. One of the stockholders of the company who was in a particularly good position to do something to counter the French was the royal governor of Virginia, Robert Dinwiddie.

Dinwiddie feared that the French would eventually try to erect a fort at the “Forks of the Ohio.” Although the “Forks of the Ohio” was within the colony of Pennsylvania, both Virginia and Pennsylvania claimed parts of the Ohio Valley. Since Pennsylvania’s Quaker-dominated Assembly had always been reluctant to defend the colony’s frontier, Dinwiddie felt obliged to seek permission from the Crown to secure the “Forks of the Ohio” for the Ohio Company and the Crown. The Crown agreed and authorized Dinwiddie “to use force if necessary to secure” the area.<sup>29</sup>

Dinwiddie at first tried to persuade the French to leave the Ohio Country by sending them an ultimatum in October 1753. The bearer of this ultimatum was George Washington. His instructions were to deliver the ultimatum and at the same time spy on the French defenses in the Ohio Country. The French refused the ultimatum and Washington’s party ended up being chased back to Wills Creek by Indians allied with the French.<sup>30</sup>

When Dinwiddie’s ultimatum was rejected, Captain William Trent was ordered in mid-1754 to proceed with a small party and build “the Ohio Company’s long-awaited fort at the Forks of the Ohio.” Trent and his men were driven off, however, and the French “proceeded to occupy the site and build Fort Duquesne.”<sup>31</sup>

In the meantime, Washington was sent with a small force to join Trent at the “Forks of the Ohio.” Although he met Trent’s defeated party heading back from the Forks and learned that the French greatly outnumbered his small force, Washington proceeded towards Fort Duquesne. He defeated a small French force at the Great Meadows but was himself defeated on July 3 by a larger French army which forced him to surrender Fort Necessity on July 4. The French and Indian War had now begun.<sup>32</sup>

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<sup>27</sup> Stegmaier, *Allegheny County: A History*, p. 20.

<sup>28</sup> *Ibid.*, p. 21.

<sup>29</sup> *Ibid.*

<sup>30</sup> *Ibid.*, p. 22.

<sup>31</sup> *Ibid.*, p. 23.

<sup>32</sup> *Ibid.*, pp. 23–24.



In January 1754 Governor Dinwiddie had written to Governor Horatio Sharpe of Maryland<sup>33</sup> to inform him of the planned Trent/Washington expedition to build a fort at the “Forks of the Ohio.” Although this expedition ended in Washington’s defeat at Fort Necessity, Dinwiddie’s letter to Sharpe is interesting because it reveals the importance of the Wills Creek area even at this early date. Dinwiddie asked Sharpe to send men and supplies to aid in the expedition. Sharpe was to have his men assembled in March “. . . at a Place called Wills Creek, on the Head of the Potowmack, which [Sharpe had] chosen for the Rendezvous. . .” The Maryland legislature was uncooperative and Sharpe was unable to aid the expedition.<sup>34</sup>

In late 1754 Dinwiddie again asked for Sharpe’s aid for an expedition against the French. The expedition was to be led by Colonel James Innes of South Carolina. Sharpe was requested to “. . . order the building [of] a Magazine for provisions, any where near Wills Creek, large enough to receive provisions for 1500 Men for one year. . .” Sharpe was also to build a new road from Rock Creek to Wills Creek to aid the movement of Innes’s army. Finally, Sharpe was to furnish the expedition with one hundred Maryland militiamen.<sup>35</sup>

Sharpe was able to raise but fifty men. In September he appointed Captain John Dagworthy to lead them to Wills Creek. Governor Dinwiddie also had trouble raising his Virginia forces. Eventually he postponed the planned attack on Fort Duquesne and instead sent Innes with only one hundred men to fortify the Ohio Company’s storehouse at Wills Creek.<sup>36</sup>

By November 1754 Governor Sharpe of Maryland had been appointed commander of colonial operations against the French pending the arrival of General Braddock from England. Immediately after his appointment, Sharpe went to inspect the fortifications at Wills Creek. Innes, who had arrived at Wills Creek in September, had abandoned the idea of fortifying the “New Storehouse.” Instead he ordered the construction of a fort which he named Mount Pleasant. When Sharpe arrived in November, he found that the fort being built by Innes was lacking in many respects and therefore ordered the Maryland forces to construct another much larger fort on a hill overlooking the smaller one. In a letter to Dinwiddie, Sharpe explained why he ordered the new fort build:

I found the Independents [the independent companies] preparing for themselves Barracks, having already completed the small Stoccado Fort about which you were advised they were employed; but as the Fort they have finished is exceedingly small its Exterior Side not exceeding 120 feet, I conceived it requisite or rather absolutely necessary to have another much larger raised on an adjacent and more elevated piece of Ground which I have ordered the Maryland Company to proceed on and I hope they will be able to finish it this winter. The Eminence on which it will be situated gives it an entire Command of that already completed and will defend a Face of that small Fort to which an Enemy might at present approach without being much annoyed or hardly seen from within. However That on which the Troops have been employed may be useful at present and will serve to enclose Store Houses of a Magazine after the other is completed, which I think

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<sup>33</sup> Sharpe was appointed Governor in 1753. *Ibid.*, p. 28.

<sup>34</sup> *Ibid.*, p. 30.

<sup>35</sup> *Ibid.*

<sup>36</sup> *Ibid.*, pp. 30–31.

by advanced Out Work or two will be easily defended against a considerable number of Troops that may presume to attack it with only a light Train.<sup>37</sup>

General Braddock did not arrive at Wills Creek until May 10, 1755. Soon after his arrival he re-named the new fort, Fort Cumberland, in honor of the Duke of Cumberland. The Duke was the son of George II and the Captain-General of the British Army.<sup>38</sup>

The story of Braddock's defeat at Fort Duquesne is well-known and does not need to be retold here. After Braddock's defeat in July 1755 most of the settlers in the Wills Creek/Fort Cumberland area fled east. Those few who were brave enough to stay had to face the constant threat of Indian raids with little prospect of aid from the small force at Fort Cumberland.<sup>39</sup>

After Braddock's defeat, Fort Cumberland was commanded for a short time by Captain Dagworthy. In late 1755 the fort came under the command of George Washington when he became "Colonel of the Virginia Regiment and Commander-in-Chief of all forces now raised in the defense of his Majesty's Colony." Washington considered Fort Cumberland to be too remote and would not move his headquarters from Winchester to Cumberland. The so-called "Washington's Headquarters" cabin at Fort Cumberland was used only on the few occasions when Washington made inspection tours of the fort.<sup>40</sup>

Fort Cumberland became even less significant when Governor Sharpe completed Fort Frederick near North Mountain in late 1756. In fact, after the completion of Fort Frederick, Fort Cumberland became a liability and Governors Sharpe and Dinwiddie began to argue over which of the colonies should be responsible for its maintenance. Sharpe assumed responsibility for the fort after 1756, although it was generally accepted that it was of little importance.<sup>41</sup> It became completely unnecessary to maintain Fort Cumberland after General Forbes captured Fort Duquesne in November 1758. A force of British troops was garrisoned at Fort Cumberland, however, until 1765, two years after the end of the French and Indian War.<sup>42</sup>

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<sup>37</sup> *Ibid.*, pp. 31–32. See also Lowdermilk, *History of Cumberland*, pp. 83–85. The new fort was completed in 1755.

<sup>38</sup> As Captain-General of the British Army, the Duke had appointed Braddock Commander-in-Chief of all colonial operations against the French. See Lowdermilk, *History of Cumberland*, p. 88.

<sup>39</sup> Even Thomas Cresap fled Oldtown and sought refuge at his son's home on the Conococheague. See Stegmaier, *Allegheny County: A History*, p. 46.

<sup>40</sup> *Ibid.*, p. 49.

<sup>41</sup> *Ibid.*, p. 51.

<sup>42</sup> *Ibid.*, p. 52.

## CHAPTER V

### Cumberland and the New Nation, 1785–1800

The settlers who fled the Wills Creek/Fort Cumberland area immediately after Braddock's defeat, returned in the early 1760s. Relative peace had come to the backcountry and soon new settlers from lower Frederick County moved into the area.<sup>43</sup>

Since the Fort Cumberland area was far removed from the more populated centers of colonial Maryland, the story of the American Revolution in this area can be summarized briefly. The protest against Britain's colonial policies centered mainly at Frederick, the major population center for the county. However, some residents of the Fort Cumberland area were active in the various resistance movements of the 1760s and 1770s. The most notable individual was Thomas Cresap of Oldtown who headed the Frederick County Sons of Liberty.<sup>44</sup> During the Revolutionary War, Cresap's son Michael and the Western Maryland Rifles earned distinction in battle.<sup>45</sup>

In 1775 Washington County was created out of the western areas of Frederick County.<sup>46</sup> Fort Cumberland thus became a part of the new county.

In 1785 Thomas Beall of Samuel laid out a village in the Walnut Bottom tract along Wills Creek. He called it Washington Town in honor of George Washington. In order to give a brief history of the tract called Walnut Bottom it is necessary to go back to Thomas Cresap's land surveys for Governor Bladen in 1745.

Walnut Bottom was one of the tracts in the area of Wills Creek which was surveyed by Thomas Cresap in 1745. Another tract, which has already been mentioned, was given the name Wills Town. And still another tract was called Limestone Rock.<sup>47</sup>

Although Walnut Bottom was surveyed in 1745, it remained unpopulated and undeveloped until 1785. In 1756 former Governor Bladen sold his Walnut Bottom tract to George Mason who let the land remain in a natural state for twenty-seven years. Mason finally sold Walnut Bottom to Thomas Beall of Samuel on October 25, 1783.<sup>48</sup> Beall began immediately to plan for the development of a town on his property. In 1785 he laid out the town he called Washington Town and began to sell lots.<sup>49</sup>

In early January 1787 Beall along with thirty-four other heads of families residing in the town, petitioned the Maryland Legislature to pass an act of incorporation. The legislature replied on January 20, 1787 by passing "An Act for the erecting a town at or near the mouth of Wills Creek in Washington County." According to the act of incorporation, the town was to be called "Cum-

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<sup>43</sup> Stegmaier, *Alleghany County: A History*, p. 58.

<sup>44</sup> *Ibid.*, pp. 62–63.

<sup>45</sup> *Ibid.*, pp. 66–68.

<sup>46</sup> *Ibid.*, p. 69.

<sup>47</sup> *Ibid.*, pp. 69–70.

<sup>48</sup> At the same time Mason also sold Beall the tract called Limestone Rock, which had earlier belonged to Thomas Cresap. The price for the two tracts was £ 1,407.10 or nearly \$7,000. *Ibid.*, pp. 70, 72.

<sup>49</sup> *Ibid.*, p. 70.

berland” in honor of the nearby abandoned fort. The act of incorporation provided for the election of five commissioners to run the town.<sup>50</sup>

Thomas Beall of Samuel<sup>51</sup> was born in 1744. By 1760 his father, Samuel, was a resident of Frederick County. Thomas served in the American Revolution as a captain and moved to the Wills Creek area at the end of the war.<sup>52</sup> Beall lived there until 1823 and had a continuing influence upon the town he founded. For example, the first increase in the land area of the town was caused by “Beall’s Addition” of 1798. Unlike most of the original area of Cumberland, “Beall’s Addition” of 1798 was east of Wills Creek. During his lifetime Beall also tried to collect “ground rents” on the lots he sold. After his death in 1823 his heirs discontinued the practice, although many settlers had refused to pay the rents long before Beall’s death.<sup>53</sup>

In 1789 (two years after the incorporation of the city of Cumberland, and the year that the Constitution of the United States went into effect) Allegany County was created from Washington County. The courts were to become operative on April 25, 1791. According to the census of 1790 Allegany County contained 4,809 persons which included 258 slaves and 12 free blacks. In 1794 George Washington made his last trip to the Cumberland area during the Whiskey Rebellion. In 1795 Cumberland received its first post office. By 1800 Cumberland had over 125 families. The city’s first newspaper was begun in 1808 and its first bank (the Cumberland Bank of Allegany) was incorporated in 1811.<sup>54</sup>

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<sup>50</sup> The commissioners were also responsible for surveying and laying out additional land. They were required to draw up and file with the County Court a map of the town. This was not done, however, until 1806. *Ibid.*, pp. 70–71.

<sup>51</sup> There were so many Thomas Bealls in Maryland that Thomas Beall of Samuel added “of Samuel” to his name in order to distinguish himself from the many other Thomas Bealls. *Ibid.*, p. 71.

<sup>52</sup> Perhaps Beall’s military service led him to name the early streets of Cumberland in honor of the Revolutionary War. *Ibid.*,

<sup>53</sup> *Ibid.*, pp. 77, 82–83, 88, 93.

<sup>54</sup> *Ibid.*, p. 300.

## CHAPTER VI

### The Potomac Company

According to the census of 1800 Allegany County had a population of 6,303 persons. In the same year the town of Cumberland had over 125 families. Despite its small size, however, Cumberland had become a significant center of trade well before 1800.

The story of the Ohio Company's warehouse at Wills Creek has already been told. The French and Indian War caused a decline in the fortunes of the Ohio Company. The company continued to decline after the war because of a lack of government support.<sup>55</sup>

After the American Revolution the void in the Potomac River trade created by the decline of the Ohio Company was filled by the Potomac Company. The Potomac Company was chartered by Maryland and Virginia in 1784–85. Its purpose was to open the Potomac from tidewater to the “highest point of permanent navigation,” which was thought to be at Fort Cumberland. At Fort Cumberland connection could be made with the Braddock Road which led to the “Forks of the Ohio.”<sup>56</sup>

Some of the families who had been involved in the Ohio Company, were also involved in the Potomac Company. The individual most responsible for the “successful launching of the company”<sup>57</sup> was George Washington.

The principle plan of the Potomac Company was to build a series of skirting or bypass canals around those unnavigable and dangerous portions of the Potomac. In 1789 the company had completed three bypass canals thus permitting an occasional boat to go from Cumberland to near Georgetown.<sup>58</sup> In 1790 George Washington, after visiting Otho Holland Williams at Williamsport, returned to Mount Vernon by way for the Potomac Company's route. The route, however, was still not clear between Cumberland and Williamsport and at Great Falls. Thus in 1792 the company made a contract with Thomas Beall of Samuel, the founder of Cumberland, “to clear the river of all obstructions from Cumberland to Williamsport by opening canal through all shoals.” Beall apparently finished his work sometime later. The Great Falls portion of the route was not completed until 1802.<sup>59</sup>

According to Thomas' and Williams' *History of Allegany County, Maryland*, the first boat to make the trip from Cumberland to Georgetown using the Potomac Company's route down the river, belonged to Thomas Beall of Samuel, founder of Cumberland.<sup>60</sup>

Sometime in the late eighteenth and early nineteenth centuries the boating business at Cumberland, according to Thomas and Williams, became dominated by the Hoblitzell brothers who

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<sup>55</sup> Sanderlin, *The Great National Project*, p. 26.

<sup>56</sup> *Ibid.*, pp. 28–29.

<sup>57</sup> *Ibid.*, pp. 28, 30–31. Washington was President of the Company.

<sup>58</sup> Stegmaier, *Allegany County: A History*, pp. 120–121.

<sup>59</sup> Thomas and Williams, *History of Allegany County, Maryland*, p. 203.

<sup>60</sup> *Ibid.*, p. 205.

employed many skilled boatmen. The principal products transported by the Hoblitzells were flour, whiskey and other miscellaneous farm products. Eventually coal became the principal product, and about that time, other persons got involved in the boating business at Cumberland.<sup>61</sup>

By 1825 the boating business at Cumberland had grown and the boatmen had become more familiar and experienced at navigating the Potomac. The principal products hauled to Georgetown now were coal and flour. The designated loading place in Cumberland was an area along Water Street.<sup>62</sup> Coal was generally loaded onto flat boats. At first these boats could carry no more than 300 bushels of coal, but by 1825 they were able to carry 1500 bushels. Keel boats were also used.<sup>63</sup>

The boating season was generally from February through May and the round trip from Cumberland to Georgetown took from twelve to eighteen days. This was due to the difficulty of the return trip. Actually the trip down took only about three days. The return trip, however, was difficult and dangerous. According to Lowdermilk's *History of Cumberland*, for "most of the distance" on the return trip "the boat was propelled by means of poles, which the men placed against their shoulders." Thus, upon arriving in Cumberland, their shoulders would often be "raw and sore." In addition the returning boatmen encountered the same "devious channels, hidden rocks and frequent islands" that they faced on the trip down.<sup>64</sup>

Probably "one of the most dangerous places on the river was Cumberland Falls," the area where Dam Number 8 of the Chesapeake and Ohio Canal was later erected. There were many disasters on the river in this area. The Potomac Company tried to lessen the danger at Cumberland Falls by erecting "signal posts to mark the channel" and by constructing "stone walls as courses."<sup>65</sup>

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<sup>61</sup> *Ibid.*

<sup>62</sup> *Ibid.*, pp. 203, 205. Some loading was also done below Cumberland Falls.

<sup>63</sup> Lowdermilk, *History of Cumberland*, pp. 311–312.

<sup>64</sup> *Ibid.*, pp. 312–313. The return trip was so exhausting and dangerous that most flat boats taken to Georgetown loaded with coal were not returned. Instead, they were broken up and sold as lumber.

<sup>65</sup> *Ibid.*, See also Thomas and Williams, *History of Allegany County, Maryland*, p. 203.

## **CHAPTER VII**

### **The National Road**

The National Road Project can be considered the third enterprise aimed at opening the West by means of a Potomac Valley route.<sup>66</sup> Unlike the first two (the Ohio Company and the Potomac Company) the third was a Federal enterprise.

The Cumberland Road resulted from the admission of Ohio as a state in 1802. The enabling legislation signed by Jefferson in 1806 called for two per cent of the sale of public lands in Ohio to go for a road to tie that state with the other states.

Cumberland was selected as the starting point of the road because from Cumberland lay the shortest route to Ohio. Cumberland was chosen over larger rival cities such as Philadelphia, Baltimore, Richmond, Virginia and Washington D.C. The road followed the same trail used earlier by Nemacolin, Cresap, Christopher Gist, and General Braddock.

The contract for the first ten miles was let in 1811. The entire 130 miles of road was completed to Wheeling on the Ohio River in 1818. In the year of its completion, nearly a thousand freight wagons passed between Cumberland and Wheeling.<sup>67</sup>

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<sup>66</sup> The other two were the Ohio Company and the Potomac Company. See Sanderlin, *The Great National Project*, p. 19.

<sup>67</sup> Stegmaier, *Alleghany County: A History*, pp. 100–104.

## CHAPTER VIII

### Cumberland Anticipates the Formation of the Chesapeake and Ohio Canal Company, 1823–1828

The Chesapeake and Ohio Canal Project can be considered the fourth enterprise intended to open the West through a Potomac Valley route.<sup>68</sup>

By the early 1820's river improvements such as those envisioned by the Potomac Company were viewed by most supporters of internal improvements as being insufficient and clearly outmoded. The answer to the young nation's transportation problems, according to most supporters of internal improvements, could only be solved by the construction of complete canal systems.

The era of active canal building was actually started in 1817 when the state of New York began construction of the Erie Canal. Pennsylvania soon began planning its system of canals in order to compete with the Erie for the western trade. To the south of Pennsylvania, supporters of internal improvements in Maryland and Virginia also began to think of the possibility of constructing an independent canal to better tap the western trade at the Ohio.<sup>69</sup>

Some of the supporters of the various schemes to build a canal up the Potomac Valley were men who were already involved with the dying Potomac Company.

The residents of Virginia appear to have taken the lead in gathering early support for the idea of a canal separate from the river improvements of the Potomac Company. Between 1812 and 1823 there were three separate attempts in Virginia to charter a company to construct a canal along the banks of the Potomac.<sup>70</sup>

By 1823, however, the supporters of a canal along the Potomac had turned most of their attention to the United States Congress in an effort to obtain federal aid for the proposed project. Even more important, by 1823 Congress appeared to be willing to support some type of general program of internal improvements.<sup>71</sup>

The first Chesapeake and Ohio Canal Convention met on November 6–8, 1823 in Washington to beef up support for the construction of a canal along the Potomac.<sup>72</sup> The meeting was called by

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<sup>68</sup> The other three were the Ohio Company, the Potomac Company and the National Road. See Sanderlin, *The Great National Project*, p. 19.

<sup>69</sup> *Ibid.*, p. 45.

<sup>70</sup> In 1812 an attempt was made to charter a company to build a canal from Seneca to Hunting Creek. In 1816 an attempt was made to charter a company to build a canal from Seneca to Alexandria. In 1823 the Virginia Assembly did pass an act of incorporation for the Potomac Canal Company (so-called to distinguish it from the old Potomac Company). This act, however, never received the confirmation of Maryland, and therefore never became valid. See Sanderlin, *The Great National Project*, p. 51.

<sup>71</sup> *Ibid.*, p. 50.

<sup>72</sup> The Convention was originally called the "Grand Union Convention" because of its supposed importance to the several states. Delegates soon learned, however, that a short canal in Pennsylvania had already been given that name. *Ibid.*, p. 52. See also *Washington (D.C.) Daily National Intelligencer*, November 6, 1823.



Loudon County, Virginia. Delegates were present from several counties and cities in Virginia, Maryland, Pennsylvania and the District of Columbia.<sup>73</sup>

News of the planned Chesapeake and Ohio Canal Convention created a sizeable amount of interest in Cumberland. A meeting was held at the courthouse in Cumberland on October 18, 1823 to elect delegates to represent Allegany County at the Convention. The meeting was chaired by William McMahon, with Jacob Lantz as Secretary. Following some remarks (relative to the importance of the meeting) by Roger Perry and John McMahon, the following preamble and resolution were adopted:

Whereas the improvement of the navigation of the Potomac, by a Canal from Cumberland to the seat of the National Government, with a view of connecting it with Baltimore, by a lateral one, and an extension of the main Canal as soon as practicable from Cumberland to some navigable water of the river Ohio, is, in our estimation, of immense importance to the commercial and political interests of the United States, and especially of several of the middle and most of the Western and Northwestern States and territories, and of incalculable advantage to this county: We therefore, highly appreciate the measures recommending a general meeting of Delegates from the various sections of [the] country more immediately interested in said improvement, in the city of Washington, on the sixth of November next—therefore

Resolved, that John McHenry, John McMahon, Michael C. Sprigg, George Bruce, John Hoye, Upton Bruce and Jacob Lantz, be appointed as Delegates in behalf and on the part of this county, to attend the said general meeting:

Resolved, That the Delegates so appointed shall be empowered to concur in any measures calculated to promote this important object—the proposed canal:

Resolved, That these proceedings be signed by the Chairman and Secretary and published in the *Maryland Advocate*, printed in Cumberland.<sup>74</sup>

In 1823 Cumberland's only newspaper was the *Maryland Advocate*.<sup>75</sup> Published by John M. Buchanan on Mechanic Street, the *Maryland Advocate* appears to have remained fairly nonpartisan from 1823–1827. After 1827 it became a pro-Jackson Democrat newspaper.

Regardless of its political leaning, however, the *Maryland Advocate* appears to have remained a strong supporter of the canal. In its support of the canal the newspaper was probably echoing the sentiments of the majority of Cumberland's citizens.

In anticipation of the planned Chesapeake and Ohio Canal Convention, a second meeting was held in Cumberland at the home of J. Van Buskirk on November 1, 1823. At this meeting a memorial in favor of the proposed canal was drawn up for submission to the Maryland Senate and House of Representatives. The memorial was also ordered to be printed in the *Maryland Advocate* “for circulation throughout the county.”<sup>76</sup>

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<sup>73</sup> *Daily National Intelligencer*, November 6, 1823.

<sup>74</sup> *Cumberland Maryland Advocate*, October 23, 1823.

<sup>75</sup> According to one source, this newspaper was first established as the *Cumberland Gazette* in 1814. It became the *Allegany Federalist* in 1815, the *Western Herald* in 1817, the *Alleganian* in 1820 and eventually the *Maryland Advocate* on September 17, 1823. See Stegmaier, *Allegany County: A History*, p. 95.

<sup>76</sup> *Maryland Advocate*, November 10, 1823.

Immediately after the close of the Chesapeake and Ohio Canal Convention, one of Allegany County's delegates, John McMahon, submitted a report to the people of the county. The report was printed in the *Maryland Advocate* on November 17, 1823.<sup>77</sup>

In his annual message to Congress in December 1823, President James Monroe commented on the recently held Chesapeake and Ohio Canal Convention. Monroe urged Congress to consider appropriating money for "the employment of a suitable number of the officers of the corps of engineers, to examine the unexplored ground, during the next season and to report their opinion." The President's entire message was printed by the *Maryland Advocate*.<sup>78</sup>

Congress responded to the President's recommendation by appropriating \$30,000 for a survey of the proposed canal route by the United States Board of Engineers. In the meantime, the state of Virginia passed an act incorporating the Chesapeake and Ohio Canal Company on January 27, 1824. Efforts to secure Maryland's confirmation of the Virginia act of incorporation were unsuccessful in 1824, but efforts were successful on January 31, 1825. The United States government confirmed the Virginia act on March 3, 1825 and Pennsylvania reluctantly passed a confirmation act in early 1826.<sup>79</sup>

The United States Board of Engineers made its preliminary survey report on February 14, 1825. This report supported the major finding of Thomas Moore, Engineer for the Virginia Board of Public Works, who surveyed a possible route for the still-born Potomac Canal Company in 1820 and 1822. Like Moore's earlier surveys, the preliminary report of the United States Board of Engineers said that it was entirely possible and practical to connect the upper Potomac with the Youghiogheny or Mongahela Rivers by canal. The preliminary report therefore removed most of the doubt concerning the practicability of the project.<sup>80</sup>

In Cumberland the progress of the United States surveyors was followed with great interest. On June 6, 1825 an editorial in the *Maryland Advocate* said: "We would feel peculiar gratification to be enabled to communicate weekly, to our readers, the progress and extent of the operations which the several Brigades of the United States' Engineers, who are engaged on the Chesapeake and Ohio Canal Route, are making; and we shall avail ourselves of every opportunity to obtain correct information on this subject, which we shall never fail to lay before the public." The editorial continued by saying that the whole "community" felt "a deep interest in everything connected with, or tending towards the promotion of" the canal project. The project would not only benefit the states through which the canal would pass; it would benefit the whole nation. The farmers in those states "most remote from the seaboard" and from good markets, would be especially benefited by the canal. The project would also benefit "laborers and mechanics of every description." Thousands who were presently "idle and inactive for the want of work" would be "called into busy and profitable employment" in the construction of the canal. The *Maryland Advocate's* latest "correct information" on the location of the survey teams as of June 6 placed Lieutenant Colonel Abert's team about fifty miles below Cumberland at the mouth of 15 Mile Creek. The

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<sup>77</sup> *Ibid.*, November 17, 1823. The only delegate to answer the roll call at the Chesapeake and Ohio Canal Convention was John McMahon. It is not known why the other six delegates did not attend. See the *Daily National Intelligencer*, November 8, 1823.

<sup>78</sup> *Maryland Advocate*, December 15, 1823.

<sup>79</sup> Sanderlin, *The Great National Project*, pp. 53–54.

<sup>80</sup> *Ibid.*, p. 54.

team under Captain McNeill was “engaged in examining the Castleman’s River route” and was camped “near Myers’ Mill in the Somerset County [Pennsylvania] Glades.” The team under James Shriver had “descended the Youghiogheny as far as the mouth of Sang’s Run, where they” were “encamped about eight miles above Selby’s Port.”<sup>81</sup>

On July 25, 1825 the *Maryland Advocate* reported that Abert’s team was about to leave Shepherdstown and move on to Harpers Ferry. At Harpers Ferry they would “suspend the survey until October because of the unhealthy weather.” Shriver’s team had completed their survey “from the summit level to their present encampment at Camp Clay near Smithfield, Pennsylvania.” Shriver’s team was “now proceeding with two lines of survey to Pittsburgh, which place they expect to reach in good time.”<sup>82</sup>

In the meantime, meetings were held in Cumberland in November and early December of 1825 to select delegates to an Internal Improvements Convention to be held in Baltimore on December 14. The delegates who represented Allegany County were John McMahon, John McHenry, John Hoye, John Templemen, Andrew Bruce and Robert Swann.<sup>83</sup>

As the citizens of Cumberland followed the progress of the United States surveyors, considerable attention was focused on the possible routes the canal might take from Cumberland to Pittsburgh.<sup>84</sup> By mid-1826, however, the surveys were completed. Although the full survey report was not released until October 23, 1826,<sup>85</sup> word apparently leaked out much earlier concerning the estimated cost of the canal to Pittsburgh.

The citizens of Cumberland and Allegany County apparently learned about the United States Board of Engineer’s estimated cost of the canal in late August or early September. On September 2, Allegany County citizens held a sizeable meeting at the Courthouse in Cumberland “for the purpose of taking into consideration the probable cost of the different materials, necessary in the construction of the contemplated Chesapeake and Ohio Canal.” William McMahon served as chairman, with Richard Beall as Secretary. After Roger Perry and B. S. Pigman stated the object of the meeting, the following preamble and resolutions were submitted by John M. Buchanan, editor of the *Maryland Advocate*, and were unanimously adopted by the meeting:

Whereas information has been communicated to this meeting, that the estimated expenses, by the Board of Internal Improvements of the United States, for construction of the contemplated Chesapeake and Ohio Canal, will amount to the enormous sum of twenty millions of dollars; and whereas we have learnt, that the different items of labor, materials, etc., necessary for the construction of said canal, has been set down at extravagantly high prices, therefore,

Resolved unanimously, that a committee, consisting of five persons, be appointed by the Chairman of this meeting, whose duty it shall be to collect information from parsons residing in this and the adjoining counties, as to the probable cost of the different items of Lime, Stone, Brick, Labor per month, etc.

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<sup>81</sup> *Maryland Advocate*, June 6, 1825.

<sup>82</sup> *Ibid.*, July 25, 1825. No reference was made in this report to Captain McNeill’s team. This team could possibly have joined Shriver by this time.

<sup>83</sup> *Ibid.*, December 12 & 26, 1825 and January 2, 1826.

<sup>84</sup> *Ibid.*, May 13 & 27, 1826 and June 3, 1826.

<sup>85</sup> Sanderlin, *The Great National Project*, p. 55.

Resolved unanimously, that said committee be requested to forward (when obtained) the information desired in the foregoing resolution, to Hon. Andrew Stewart, of Union Town, Pennsylvania, who has been appointed Chairman of a committee of correspondence on the subject of the said canal, and request him immediately to transmit the same to the proper department of the general government.

The committee of five persons appointed by the Chairman to collect information on probable costs was Bruce W. Howard, B. S. Pigman, Gustavous Beall, George Hoblitzell and Martin Rizer, Jr.<sup>86</sup>

According to Sanderlin's history of the canal, the Board of Engineers' estimate of approximately \$22,000,000 "fell like a thunderbolt on the hopes of the canal supporters."<sup>87</sup> The supporters of the canal had envisioned a canal of slightly smaller dimensions costing from four to five million dollars.

A call was now sent out for the reassembling of the Chesapeake and Ohio Canal Convention of 1823. The new convention was to meet in Washington on December 6, 1826.<sup>88</sup>

On November 4, 1826 the *Maryland Advocate* printed a call to the citizens of Allegany County to meet on November 13 to select delegates to attend the Second Chesapeake and Ohio Canal Convention. A week later, the newspaper printed a letter from some Washington County, Maryland citizens urging the citizens of Allegany County to send a full delegation to the upcoming convention. The Washington County letter reminded the citizens of Allegany County that in 1823 only one Allegany County delegate, John V. L. McMahon, attended the convention. The letter concluded by saying that "a few days time, or a few dollars of expense" should be "no object on such an important occasion."<sup>89</sup>

The citizens of Allegany County met as planned, on the thirteenth in Cumberland. William McMahon served as Chairmen, with John M. Buchanan as Secretary. The gathering selected Bean S. Pigman and Dr. Samuel P. Smith as delegates to fill the vacancies on the old delegation occasioned by the removal of John V. L. McMahon and the resignation of Jacob Lantz. The other members of the old 1823 delegation, John McHenry, Michael C. Sprigg, George Bruce, John Hoye and Upton Bruce, were maintained.<sup>90</sup>

When the Second Chesapeake and Ohio Canal Convention assembled on December 6, apparently only four of Allegany County's seven delegates answered the opening roll call. The delegates present were John McHenry, B. S. Pigman, John Hoye and Samuel P. Smith.<sup>91</sup>

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<sup>86</sup> *Maryland Advocate*, September 9, 1826.

<sup>87</sup> Sanderlin, *The Great National Project*, p. 55. The Board of Engineers' estimates were : \$8,177,081.05 for the eastern section; \$10,028,122.86 for the middle section; and \$4,170,223.78 for the western section; making a total of \$22,375,427.69.

<sup>88</sup> *Ibid.*

<sup>89</sup> *Maryland Advocate*, November 4 & 11, 1826.

<sup>90</sup> *Ibid.*, November 18, 1826. By this time John V. L. McMahon had moved from Allegany County. See Stegmaier, *Allegany County: A History*, p. 145.

<sup>91</sup> *Maryland Advocate*, December 16, 1826. It is not known why the other three delegates did not answer the opening roll call or if they attended any of the later sessions of the convention.

The primary Purpose of the Second Chesapeake and Ohio Canal Convention was to drum up support for the canal project in the aftermath of the Board of Engineers' report. The strategy worked out at the convention was to discredit the Board of Engineers' report and press for a new strategy to arrive at a more accurate estimate of the cost of a canal with enlarged dimensions.

Eventually a committee appointed by the convention to prepare and report revised estimates, found that the Board of Engineers' estimates for labor costs as well as for masonry, walling and excavation were too high. Supporters of the canal in Congress then pressed the President to order a new survey in order to settle the conflicting estimates of the Board of Engineers and the Convention. President Adams responded by appointing James Geddes and Nathan Roberts to conduct a new survey. Geddes and Roberts completed their survey in 1827 and reported that a canal with enlarged dimensions could be completed from tidewater to Cumberland for about \$4,500,000.<sup>92</sup>

Reassured by the Geddes and Roberts report, supporters of the canal opened subscription books on October 1, 1827; although the formal organization of the company had been delayed until Congress passed the act subscribing \$1,000,000 to the company's stock. Congress passed this act on May 24, 1828.<sup>93</sup>

The news of the passage of the congressional act subscribing \$1,000,000 to the stock of the planned canal company was received in Cumberland on Saturday evening, May 24 about four o'clock. On Tuesday May 27 a "canal dinner" was held in Cumberland to celebrate the passage of the act. The guest of honor at the dinner was Andrew Stewart of Fayette County, Pennsylvania. Stewart was a member of the United States House of Representatives and a Chairman of the House Committee on Roads and Canals had presented the first petition to Congress asking for aid for the canal. On Wednesday night May 28 the town of Cumberland "was brilliantly illuminated" in celebration of the passage of the act. According to the *Maryland Advocate*, "a beautiful Arch, on which was placed between thirty and forty candles, and tastefully and most beautifully decorated with ever green, was extended across Mechanic Street. . . " There was also during the week, military displays and marching bands in a continued celebration of the event.<sup>94</sup>

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<sup>92</sup> Sanderlin, *The Great National Project*, p. 56.

<sup>93</sup> *Ibid.*, pp. 56–57. The United States' subscription fulfilled the condition of a Maryland act which had promised a subscription of \$500,000. Congress also allowed the three District cities to subscribe a total of \$1,500,000. There also were some private investments in the company.

<sup>94</sup> *Maryland Advocate*, May 31, 1828.

## CHAPTER IX

### Cumberland Anticipates the Coming Of the Chesapeake and Ohio Canal, 1828–1850.

The formal organization of the canal company took place at a meeting of the stockholders in Washington on June 20–23, 1828.<sup>95</sup> Even before the formal organization of the company, however, the stockholders had secured an injunction on June 10 prohibiting the Baltimore and Ohio Railroad Company from proceeding beyond the Point of Rocks.<sup>96</sup>

In Cumberland the *Maryland Advocate* of June 14 commented on the problem that had arisen between the two companies and issued a plea for conciliation and unity.<sup>97</sup> The plea of the *Maryland Advocate* went unheeded, however, and on June 23, 24 and 25 the Baltimore and Ohio Railroad Company countered by obtaining three injunctions against the canal company.<sup>98</sup>

The groundbreaking ceremonies for the canal were held at Little Falls on July 4, 1828. In Cumberland the event was commented upon at great lengths by the *Maryland Advocate*.<sup>99</sup> By this time the *Maryland Advocate* was clearly a pro-Jackson organ, but it remained a firm supporter of the canal and of internal improvements in general.

In late 1827 a second newspaper known as the *Civilian* had been established in Cumberland. It was published by Samuel Charles on North Mechanic Street. The *Civilian* was a pro-Adams' administration organ and was of course a strong supporter of the canal.

After the *Civilian* began publication, the *Maryland Advocate* often found itself trying to defend the Jacksonian Democrats' hostile attitude toward federally sponsored internal improvements. In its eagerness to defend the Jacksonian Democrats the *Maryland Advocate* often reversed the argument and accused the Adams administration of being against federal aid to the canal. After Congress voted the \$1,000,000 subscription to the canal company's stock, the *Maryland Advocate* argued that the administration's party had "had a large majority during three different sessions of Congress," yet it "gave not a dollar . . . towards making the Canal." In addition the *Maryland Advocate* denounced President Adams for appointing "an old Frenchman" [rather than appoint an American] to head the United States Board of Engineers' survey of the canal route. After the Frenchman had given an estimate of \$22,375,427.69, which according to the *Maryland Advocate*, "was enough to frighten the most ardent supporters" of the canal, President Adams still kept him on and therefore hindered the progress of the project.<sup>100</sup>

In the election campaigns of 1828 both Cumberland newspapers boasted of their candidates' continued support for the canal over the railroad. The *Maryland Advocate* printed a letter "To The Voters of Allegany County" from William V. Euskirk, a candidate for the House of Delegates.

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<sup>95</sup> Sanderlin, *The Great National Project*, p. 57.

<sup>96</sup> *Ibid.*, p. 84.

<sup>97</sup> *Maryland Advocate*, June 14, 1828.

<sup>98</sup> Sanderlin, *The Great National Project*, p. 84.

<sup>99</sup> *Maryland Advocate*, July 12, 1828.

<sup>100</sup> *Ibid.*, May 31, 1828.

In his letter Buskirk stated the reason why he had always supported the canal “over every other plan of Internal Improvement.” He preferred the canal over the railroad because the railroads were still “experimental.” He was against the Baltimore and Ohio Railroad Company in particular, because its charter gave it certain “discretionary power,” that “no monopoly” should have.<sup>101</sup>

In the other newspaper, the *Civilian*, four candidates for the Assembly, Upton Bruce, Thomas Greenwell, William Ridgely and Bean S. Pigman, were referred to as the “Chesapeake and Ohio Canal Ticket.” The four men were, according to the *Civilian*, “well known to the Voters of Allegany” County and “friendly to the present Administration.”<sup>102</sup> The citizens of the county were warned not to trust doubtful friends, but to vote for these four men who had always been “just and true friends of the canal.”<sup>103</sup>

Both Cumberland newspapers kept the citizens of Cumberland and Allegany County posted on the progress of canal construction. The reports were usually reprinted from the *National Intelligencer* of Washington, D.C.

On August 31, 1828 the *Maryland Advocate* printed a report from the *National Intelligencer* which stated that the first thirty-four sections had been “let within the present week.” The sections were between Little Falls and Seneca and covered about 17-3/4 miles. According to this report, the sections had been contracted for \$121,000 less than Geddes’ and Roberts’ estimate and \$858,000 less than the United States Board of Engineers’ estimate.<sup>104</sup>

In late October fifty more sections were let between Seneca and the Point of Rocks, and on December 15, 1828 the five miles between Little Falls and Georgetown were let.<sup>105</sup>

On May 23, 1829 the *Maryland Advocate* printed a report from the *National Intelligencer* which stated that “forty-six miles distributed in 92 sections,” had been “placed under contract.” The canal company had presently employed “1800 laborers, masons and stone cutters upon the line.” Wages for laborers varied from ten to thirteen dollars per month. Wages for masons and stone cutters varied from two dollars to two dollars and fifty cents per day. Only one accidental death had occurred since the work was begun in August 1828.<sup>106</sup>

The news of the laying of the corner stone of the first lock, about six miles above Georgetown, was announced in Cumberland on May 30, 1829. On the same day the *Maryland Advocate* also printed the latest news on the survey to revise the line of the canal from Cumberland to Pittsburgh. Alfred Cruger had organized the survey at the direction of the Board.<sup>107</sup>

The Cruger survey apparently was of great interest to the citizens of Cumberland. The Board of Directors had instructed Cruger to establish a site for an enormous tunnel which was to be locat-

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<sup>101</sup> *Ibid.*, September 20, 1828.

<sup>102</sup> *Cumberland Civilian*, September 11, 1828.

<sup>103</sup> *Ibid.*, September 25, 1828.

<sup>104</sup> *Maryland Advocate*, August 30, 1828. The total price of these contracts came to \$218,000. See Sanderlin, *The Great National Project*, p. 68.

<sup>105</sup> Sanderlin, *The Great National Project*, p. 68.

<sup>106</sup> *Maryland Advocate*, May 23, 1829.

<sup>107</sup> *Ibid.*, May 30, 1829.

ed at the summit level of the canal in the Allegany Mountains. He was then to locate the line of the canal “eastwardly down Will’s Creek to Cumberland” and “westwardly by [the] Casselman [River] and the Youghiogheny [River] to Pittsburgh.”<sup>108</sup> The tunnel at the summit level was to be about four miles in length and would cost around \$1,539,541.<sup>109</sup> According to the *Civilian* the Cruger survey was completed in early August 1829.<sup>110</sup>

The First Annual Report of the President and Board of Directors occupied the entire front page and most of page two in the *Maryland Advocate* of June 20, 1829.<sup>111</sup> By this time, the contractors were already having various kinds of problems,<sup>112</sup> although the report did not paint a bleak picture.

Although canal news was apparently the most important news to the Cumberland press in the late 1820’s and early 1830’s, news of the railroad’s progress was also reported. On May 23, 1829 the *Maryland Advocate* reported that the first section of the Baltimore and Ohio Railroad’s line from Baltimore to twelve miles beyond Ellicott Mills had been graded and was ready for rail.<sup>113</sup> Considerable excitement was created when the Baltimore and Ohio Railroad experimented with a car propelled by sail. Several congressmen including a long-time canal supporter, Michael Sprigg, were in Baltimore to ride the experimental car.<sup>114</sup>

The debate over the relative merits of the two projects also appeared in the Cumberland press. On February 6, 1830 the *Maryland Advocate* printed an editorial from the *National Intelligencer* denouncing “the impression” (which was “becoming almost universal”) that “Rail Roads, for the purpose of transportation,” would one day “altogether supersede canals.” This article argued that the railroad “for distant transportation” was “an Experiment, wholly untried in any country.” Canals on the other hand were in existence “in every quarter of the globe.” In the United States there was already “a finished canal, in successful operation,” which was long enough “to prove that length” created no problem for canal travel.<sup>115</sup>

In the debate over the canal versus the railroad, the *Maryland Advocate* tried to maintain an objective position. Although it proudly admitted that it was an “enthusiastic advocate of the Chesapeake and Ohio Canal, and much wedded to the Canalling System,” it was also a supporter of internal improvements in general. Therefore to remain consistent, it could “never refuse to lend” its “feeble aid to promote the Rail Road System along with the Canal.”<sup>116</sup>

By 1830 Cumberland had a population of 1,162 persons of which 129 were slaves and thirty six were free persons of color. In the same year, Allegany County reported a population of 10,590.<sup>117</sup>

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<sup>108</sup> *Ibid.*

<sup>109</sup> *Ibid.*, August 8, 1829.

<sup>110</sup> *Cumberland Civilian*, August 7, 1829.

<sup>111</sup> *Maryland Advocate*, June 20, 1829.

<sup>112</sup> Sanderlin, *The Great National Project*, p. 69.

<sup>113</sup> *Maryland Advocate*, May 23, 1829.

<sup>114</sup> *Maryland Advocate*, January 30 and February 6, 1830.

<sup>115</sup> *Ibid.*

<sup>116</sup> *Ibid.*, March 6, 1830.

<sup>117</sup> Lowdermilk, *History of Cumberland*, p. 320.



The Second Annual Report of the President and Board of Directors occupied the entire front page and part of page two in the *Maryland Advocate* of June 19, 1830. By this time canal officials had become restless and were anxious to reach a settlement with the railroad. The railroad on the other hand was “content to fight a delaying action in the courts,” as it was gaining increased sympathy in the Maryland Legislature and in the United States Congress due to the strength of the Jacksonian Democrats. The railroad argued quite convincingly that both projects should be “considered experiments until time tested the relative merits of each.” In the meantime the railroad continued building from Baltimore towards Frederick and then eventually to the Point of Rocks. The railroad could afford to wait for a delayed decision since its road could be operating as soon as each individual section along its proposed route was completed. The canal, on the other hand, would remain useless above Seneca feeder dam until the next feeder could be built at Harpers Ferry. In addition the canal’s charter required that the first one hundred miles be completed in five years.<sup>118</sup>

The legal controversy between the two companies was not settled until January 1832 when the Maryland Court of Appeals ruled that the canal company had the right to prior location in the Potomac Valley.<sup>119</sup>

Soon after the Maryland Court of Appeals delivered its decision the canal company directors resumed work on the canal. On January 14, 1832 contracts were let for the two miles immediately above the Point of Rocks. On February 23, 1832 contracts were let for the remaining ten miles to Harpers Ferry. On March 14 and June 2 enough of the line above Harpers Ferry was let so that with the aid of slackwater navigation the first one hundred miles could be considered finished as required by the charter.<sup>120</sup>

The canal project was soon beset by further problems. One of the most important problems was the rising cost of land. In addition, the Baltimore and Ohio Railroad Company continued its active opposition against the canal despite the Maryland Court of Appeals’ ruling. A third problem was caused by the cholera epidemic that struck the canal in late 1832.<sup>121</sup>

The cholera epidemic first appeared along the line near Harpers Ferry and gradually spread south to the Point of Rocks. Eventually it spread up river to Williamsport.<sup>122</sup>

The city of Cumberland was fortunate in that it escaped the cholera epidemic of 1832. The city was hit hard, however, by a cholera epidemic in 1833.<sup>123</sup> In the same year “most of Cumberland” was destroyed by fire. Over “75 houses and shops and both newspaper offices” were burned. The town was rebuilt quickly and was back to normal by 1834.<sup>124</sup>

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<sup>118</sup> Sanderlin, *The Great National Project*, p. 85.

<sup>119</sup> *Ibid.*, p. 88.

<sup>120</sup> *Ibid.*, pp. 90–91.

<sup>121</sup> *Ibid.*, pp. 91–95.

<sup>122</sup> *Ibid.*

<sup>123</sup> Stegmaier, *Allegany County: A History*, pp. 151–152.

<sup>124</sup> *Ibid.*, pp. 150–151.

After the cholera epidemic of 1832 the canal company was faced with even larger financial problems. The only course remaining was to seek further financial aid from the states and from the federal government.<sup>125</sup>

The canal company by this time had lost favor in the Maryland Legislature. Following the favorable Maryland Court of Appeals ruling in 1832 the canal company turned down several proposals by the Baltimore and Ohio Railroad Company for joint construction from the Point of Rocks to Cumberland. The railroad directors then turned to the state legislature which responded by requesting the canal company to consent to joint construction to Harpers Ferry “as a favor to the state.” The canal company felt that only one transportation system should be built in the Potomac Valley. Therefore it held fast to an earlier proposal that the railroad company should combine its resources with the canal company for the construction of the canal to Cumberland. The railroad, on the other hand would have to cross the river at Point of Rocks. Later the canal company offered a new proposal that the railroad be constructed on the river side of the canal. The railroad company quickly rejected this later proposal because of the “economic disadvantage” it would suffer by having the canal “between it and the countryside.”<sup>126</sup>

The stubborn position taken by the canal company after 1832 caused a hostile reaction among the public and the legislature. The canal company, now hard pressed for aid, decided to make peace with the state of Maryland by accepting some kind of compromise with the railroad company. The compromise was worked out by the Maryland Legislature. The railroad was allowed to construct its track to Harpers Ferry where it crossed over into Virginia. In return the railroad company agreed to purchase 2,500 shares of canal stock. The compromise was accepted by the canal company on May 9, 1833.<sup>127</sup>

The joint construction of the canal and the railroad between the Point of Rocks and Harpers Ferry was completed in April 1834. Also in 1834 that portion of the canal between Dam 3 at Harpers Ferry and Dam 4 just below Williamsport was completed.<sup>128</sup>

By 1834, however, the canal company was in desperate need of money. It had thus far been unsuccessful in its appeal to the United States government for aid. The state of Virginia also had not come to its aid. The state of Maryland did subscribe an additional \$125,000 in March 1834, but much more assistance was needed.<sup>129</sup>

Although the president of the canal company, John H. Eaton, had made a reassuring visit to Cumberland and Allegany County in 1833, many concerned citizens by 1834 were beginning to fear that the canal might never reach Cumberland.<sup>130</sup>

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<sup>125</sup> Sanderlin, *The Great National Project*, p. 97.

<sup>126</sup> *Ibid.*, pp. 98–99.

<sup>127</sup> *Ibid.*, p. 102.

<sup>128</sup> *Ibid.*, p. 113.

<sup>129</sup> *Ibid.*, pp. 103–104.

<sup>130</sup> Stegmaier, *Allegany County: A History*, p. 122.

The first major canal disorders broke out in January 1834 when rival factions of Irish laborers battled with each other near Williamsport. Two volunteer companies of militiamen were sent “marching from Cumberland to Williamsport” to help restore order.<sup>131</sup>

The citizens of Cumberland and Allegany County still refused, however, to give up on their favorite project. Thus, in February and October 1834, meetings were held in Cumberland at which resolutions were adopted urging Pennsylvania, Maryland, Virginia and the federal government to come to the canal company’s aid.<sup>132</sup>

At the October meeting a call went out for the convening of an internal improvement convention to meet in Baltimore in December 1834. Allegany County sent sixteen delegates to this convention. The convention proved to be a great success. George C. Washington, president of the canal company, served as chairman. Former canal president, Charles F. Mercer, headed the committee appointed to estimate the cost for completing the canal to Cumberland. Mercer’s committee reported the \$2,000,000 was needed to complete the canal to Cumberland. This figure would bring the total cost of the eastern division of the canal to \$6,500,000. The \$2,000,000 figure was arrived at by using Alfred Cruger’s 1834 estimate of the cost of construction from Dam 5 to Dam 6. The total cost of the canal from tidewater to Pittsburgh would be \$14,500,000 according to Mercer’s committee’s estimate.<sup>133</sup>

The memorials adopted by the Internal Improvements Convention of December 1834 had a significant influence on the Maryland Legislature. Canal company president, George C. Washington, pressed the legislature to provide the entire \$2,000,000 needed to complete the canal to Cumberland. The legislature finally responded by passing an act in March 1835 which provided for a loan of \$2,000,000 payable over a period of almost two years. The canal company would receive “\$600,000 on June 20, 1835; \$200,000 on October 1, 1835; \$200,000 on January 1, 1836; and four quarterly installments of \$250,000 each on the first of April, July and October, 1836 and January 1837.” State bonds were issued to pay for the loan.<sup>134</sup>

The citizens of Cumberland were excited by the news of the passage of the \$2,000,000 loan act. The way now appeared clear for the completion of the canal to Cumberland. A “Grand Jubilee” meeting was held on April 2 to celebrate the passage of the act. According to one source, “the prospect of the completion of the canal” caused a new spurt of growth for the town of Cumberland. Real estate prices began to rise, new buildings were erected, and there was a corresponding increase in population.<sup>135</sup>

In anticipation of the stockholders accepting the terms of the \$2,000,000 loan, the Board of Directors on April 1, 1835 ordered Chief Engineer Charles B. Fisk “to make immediate arrangements to revise the location of the line of the canal from Dam 5 to Cacapon, heretofore located by Alfred Cruger, and to prepare it for contract.” At the same time the Board ordered “that a

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<sup>131</sup> *Ibid.* See also Sanderlin, *The Great National Project*, pp. 117–118.

<sup>132</sup> Stegmaier, *Allegany County: A History*, pp. 124–125.

<sup>133</sup> *Ibid.* See also Sanderlin, *The Great National Project*, p. 104.

<sup>134</sup> Sanderlin, *The Great National Project*, pp. 105–106.

<sup>135</sup> Lowdermilk, *History of Cumberland*, pp. 337–339.

committee of three members be appointed for the purpose of presenting to the Board a plan of operations for the extension of the canal to Cumberland.<sup>136</sup>

On April 29, the Committee appointed on April 1 “to present a plan of operations for the extension of the canal to Cumberland” offered a report which was unanimously adopted. The first recommendation of the committee was that a new office of Commissioners be set up to oversee the construction of the canal from Dam 5 to Cumberland. The Board immediately appointed fellow board member George Bender to the new office with duties to begin on May 1.<sup>137</sup>

A short time later a survey party was organized to locate the route of the canal from the mouth of the South Branch to Cumberland. On June 10, however, Resident Engineer Thomas F. Purcell notified the Board that he had “broken up” the survey party because of a dispute over wages. The Board deemed the survey mission to be of the utmost importance and therefore censured Purcell for dismissing the group.<sup>138</sup>

On July 1, 1835 members of the Board resolved to go themselves first to Dam 5 “by way of the Canal” and then proceed “to Cumberland for the purpose of examining the Survey of the line now making at and near that Town.”<sup>139</sup> The Board arrived in Cumberland on July 15 and remained in the area for four days. One of the principal problems involved in the location of the canal between the South Branch and Cumberland concerned “the level to be adopted for the canal at Cumberland.”<sup>140</sup> A high level route, which the Board at first was inclined to favor, would have passed “the canal behind the town to Wills Creek, the shortest line to the West.”<sup>141</sup> On the other hand, a low level route, which was enthusiastically supported by many prominent citizens of Cumberland, would run the canal “along the river into the center of the town.”<sup>142</sup> Before the Board left Cumberland it instructed Resident Engineer Purcell to survey both the high and low level routes and give estimates of the expenses and “probable damages on each route.”<sup>143</sup>

The debate over the route the canal would take near Cumberland became quite heated and the Board delayed a final decision for some time. During this delay the citizens of Cumberland held a town meeting on September 29, 1835 in which a series of resolutions favoring the “low level”

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<sup>136</sup> Proceedings of the President and Board of Directors, D, pp 269–70. All manuscript source materials referred to in this report are deposited in the Department of the Interior files at the National Archives and are designated Record Group 79. The loan was accepted at a special meeting of the stockholders on April 22, 1835. See Sanderlin, *The Great National Project*, p. 106.

<sup>137</sup> Proceedings of the President and Board of Directors, D, pp. 294–301.

<sup>138</sup> *Ibid.*, pp. 328–329. On June 17, 1835 the Board “ordered the route from Cacapon to Cumberland to be surveyed for the final location of the line preparatory to putting this last stretch of the eastern section under contract.” See Sanderlin, *The Great National Project*, p. 113.

<sup>139</sup> Proceedings of the President and Board of Directors, D, p. 354.

<sup>140</sup> Sanderlin, *The Great National Project*, p. 114.

<sup>141</sup> *Ibid.*

<sup>142</sup> *Ibid.*, pp. 114–115.

<sup>143</sup> Proceedings of the President and Board of Directors, D, p. 370.

route were adopted.<sup>144</sup> A committee, headed by Cumberland Bank President, David Shriver, was appointed to forward resolutions of the meeting to the Board of Directors.<sup>145</sup>

On October 10, 1835 Shriver was allowed to appear before the Board to argue for the adoption of the low level route. If this route was selected, Shriver offered “to obtain the gratuitous right-of-way for the Canal through the Town, and the release of the Corporation of the Town, of all damages.”<sup>146</sup>

Shortly afterwards, the town of Cumberland did offer to “waive all claims to property damages” if the low level route was adopted. In addition B. S. Pigman was able “to obtain the relinquishment of lands and damages” from individuals who would be affected by the adoption of the low level route.<sup>147</sup> After some further delay the Board finally adopted the low level route on November 5, 1835.<sup>148</sup>

When the Board adopted the low level route into the town, Dam 8 was planned for location one mile below Cumberland. Therefore the Board instructed B. S. Pigman on November 5 to immediately “acquire land for the two abutments” of “Dam No. 8, next below Cumberland.” The engineer was to indicate to Pigman the exact location of the dam site. Pigman was urged to hurry “before it” would “be too late to alter the location of the dam, if ample land” could not be found.<sup>149</sup>

On November 11, the Board ordered that proposals would be received until December 21, 1835 for “constructing the Dams, Masonry and ‘Difficult Sections’ of the line of the canal between the mouth of the Great Cacapon, and the town of Cumberland.” On December 3, the time for receiving proposals for the work between Great Cacapon and Cumberland was extended to January 6, 1836.<sup>150</sup>

The citizens of Cumberland were excited over the adoption of the low level route and the news that preparations were being made to begin construction above Dam 6. In mid-November 1835 the following optimistic article appeared in the *Maryland Advocate* at Cumberland:

The canal basin is to be formed about one hundred yards below the chain bridge, a little to the left of the mouth of Wills Creek, at the western end of Hoblitzel’s and Hoy’s island. It take a narrow strip off the lots now owned and occupied by Messrs. H. Wineow, M. Fisher, J. Charles, S. Charles, A. Russell, M. Rizer, Jr., G. G. Wineow and D. Shriver, who have given the right of way.

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<sup>144</sup> *Ibid.*, D. p. 410. See also Sanderlin, *The Great National Project*, pp. 114–116 and Lowdermilk, *History of Cumberland*, p. 338. According to Lowdermilk the high level route would have taken the canal “along the base of the hills, near the present line of the Cumberland and Pennsylvania Railroad to the Narrows.”

<sup>145</sup> Proceedings of the President and Board of Directors, D, p. 410.

<sup>146</sup> *Ibid.*, p. 411.

<sup>147</sup> *Ibid.*, D, pp. 412 & 418. See also Sanderlin, *The Great National Project*, p. 114.

<sup>148</sup> Harlan D. Unrau, unpublished *HSR, Dam No. 8 and its Associated Structures* (Denver: NPS, 1975), p. 3. See also Sanderlin, *The Great National Project*, pp. 114–115.

<sup>149</sup> Proceedings of the President and Board of Directors, D, p. 424 quoted in Unrau, *Dam No. 8 and its Associated Structures*, p. 7.

<sup>150</sup> *Ibid.*, D, pp. 427 & 433–434 quoted in Unrau, *Dam No. 8 and its Associated Structures*, pp. 7–8.

The dam to be constructed at Beall's island, about one mile below the town, will back the water, it is said, as far up Wills Creek as the old market house, which is near the center of the town, forming all the way a canal or basin sufficient to transact any amount of business required. It is also to back the water in the Potomac to a point near 2 miles above or southwest of town, which will join Wills Creek at its mouth (as the river now does) and join the basin by a guard lock.

The whole when completed will form a splendid basin of about four miles long and between a half and a quarter mile wide. It will present more the appearance of a lake than a basin, and will be competent to hold more than one thousand canal boats at the same time—and, as one of our townsmen remarked a short time since, 'it will afford pleasure boats with sail,—steamboats, coal boats and trade boats; and will be a place of general resort for fishes and water fowl of every description.'

It may be said of Cumberland that she is rising. Nothing can now prevent it. Her situation is healthy and romantic. She has, or soon will have, one of the most splendid canals in the United States, leading from her center eastward to the metropolis of the nation—thence to any port in the world. And leading from her center westward, there is an unrivalled Macadamized road, which is destined to convey to her depot a large portion of the western trade.<sup>151</sup>

On November 4, 1835 the Board of Directors ordered "the Commissioner [to] proceed to procure by purchase such lands in Allegany County, Maryland as may be necessary for the construction of the line of the canal about to be let to contract. . ."<sup>152</sup>

The purchase of land for the canal right-of-way in and near Cumberland was apparently underway by mid-December 1835. On December 19, the Commissioner informed the Board that he "had offered \$2,000 for the damages to be done to a Mill and certain adjacent properties, lately belonging to John Hoyer (at Cumberland)." Hoyer evidently thought the settlement should be much more. The Commissioner therefore recommended to the Board that Hoyer be paid \$3,000. The Board, however, refused "to give a greater sum" and confirmed the Commissioner's original offer of \$2,000.<sup>153</sup>

In early January, 1836, the Board had to suspend all "letting of contracts and the condemnation of land above Cacapon." The reason for the suspension was due to the fact that the canal company had again run out of money.<sup>154</sup>

<sup>151</sup> *Maryland Advocate* quoted in *Niles Weekly Register*, November 21, 1835.

<sup>152</sup> Proceedings of the President and Board of Directors, D, p. 433. At the same time the Board ordered the Commissioner to "stipulate with Benj. S. Pigman for a reasonable compensation for his services in the acquisition of Land in Allegany County." This refers to Pigman's aid in obtaining land releases from those property owners to be affected by the low level route. Seven years earlier, in anticipation of the moves of the Baltimore and Ohio Railroad Company, the canal company had made several optional deeds with various land-owners in the Cumberland area. For example, on July 1, 1828 the canal company drew up an optional deed with Henry Wineow for his property in Walnut Bottom. Similar deeds were drawn up in June and July of 1828 with Upton Bruce, John Hoyer, David Lynn and others. For the sum of \$5.00 these landowners promised in 1828 to sell to the canal company "in preference to all other companies and persons" any of their lands that might be required for the construction of the canal. Few if any of these properties were ever required. For an example of an optional deed, see Allegany County Land Records, AB No. Q, folios 223–224.

<sup>153</sup> Proceedings of the President and Board of Directors, D, p. 439.

<sup>154</sup> Sanderlin, *The Great National Project*, p. 107.

Back in 1835 the canal company had taken “the proceeds from the first installment” of the \$2,000,000 loan and paid off its “entire debt of over a half million dollars.” Construction had then been resumed between Dam 5 and Dam 6.<sup>155</sup> The \$2,000,000 loan had been based on Alfred Cruger’s 1834 estimate of the cost of twenty-seven miles between Dam 5 and Dam 6. Because of rising inflation, however, Cruger’s 1834 estimate fell far below the actual costs. By June 1836 his estimate for the twenty-seven miles between Dam 5 and Dam 6 had been revised twice and the estimate was now four times the original estimate.<sup>156</sup>

The curtailment of work and the suspension of all activities above Cacapon in January 1836 caused panic in Cumberland. *Niles Weekly Register* gave the following gloomy report on the condition of the town:

Two hours after the arrival of the news [of the work stoppage], the price of produce came down at least 10 per cent. Business still continues to be dull, our principal streets presenting an unusual barrenness; the merchant is idle; the mechanic is slow in the transaction of his business; the speculator is cut to the quick. . .<sup>157</sup>

Once again the canal company turned to the state of Maryland for assistance. It was no doubt aided in its appeal by local meetings such as the one held at Cumberland. The Cumberland meeting adopted resolutions urging the state legislature to again come to the aid of the canal.<sup>158</sup> These resolutions requested an appropriation of \$2,500,000 to complete the canal to Cumberland. A committee composed of David Shriver, John Hoyer, George McCulloh, Robert Bruce and James Smith was directed to travel to the state capital and present the resolutions.<sup>159</sup>

On June 4, 1835 the Maryland Assembly responded to the appeals for aid by passing an act which provided for a subscription of \$3,000,000 to the canal company. The subscription was in the form of state bonds.<sup>160</sup>

After the passage of the 1836 subscription act<sup>161</sup> work on the twenty-seven miles between Dam 5 and Dam 6 was increased from the low level to which it had fallen in late 1835 and early 1836. Most of the activities above Cacapon, however, remained suspended. The stockholders were informed on June 15, 1836 that in January the Board had been forced “to suspend the letting of the work above Cacapon (with the exception of the tunnel and deep cuts [Sections Nos. 333 and 334] at Old Town) until adequate means were obtained for its completion.” The tunnel and deep

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<sup>155</sup> *Ibid.*

<sup>156</sup> *Ibid.*

<sup>157</sup> *Niles Weekly Register*, February 20, 1836 quoted in Sanderlin, *The Great National Project*, p. 108.

<sup>158</sup> At the same time the canal company also petitioned the District cities and Virginia for aid. See Sanderlin, *The Great National Project*, p. 108.

<sup>159</sup> *Ibid.* See also Lowdermilk, *History of Cumberland*, p. 339.

<sup>160</sup> Proceeds from the sale of the bonds would be used to purchase canal stock, and in turn provide capital to complete the canal to Cumberland.

<sup>161</sup> The bill was often referred to as the Eight Million Dollar Bill because it provided for a subscription of “\$8,000,000 to several internal improvement companies.” The Chesapeake and Ohio Canal and the Baltimore and Ohio Railroad were to receive \$3,000,000 each. The Baltimore and Susquehanna Railroad was to receive \$1,000,000. The Maryland Canal Company which was to construct a branch canal from the Chesapeake and Ohio Canal to Baltimore was to receive \$500,000. The Annapolis and Elkridge Railroad and the Eastern Shore Railroad were to receive \$250,000 each. See Sanderlin, *The Great National Project*, p. 111.

cut were let only because they were such difficult works and the time required to complete them would be much longer than the time required to complete the other works between Dam 6 and Cumberland.<sup>162</sup>

The subscription act of 1836 was accepted by the stockholders on July 28, 1836.<sup>163</sup> In August 1836 preparations were resumed for the letting of the line above Cacapon. On August 20, the Board ordered the Resident Engineer “to revise the survey of the line of the Canal, between the South Branch and Cumberland, as surveyed and located by Thomas F. Purcell.”<sup>164</sup> This order was given despite the fact that slow progress was being made on the twenty-seven miles between Dam 5 and Cacapon and in spite of the fact that the 1836 bonds had not been marketed by the state’s agents.

Unlike the 1835 bonds, which were sold with little difficulty, the 1836 bonds were difficult to market. Because of the difficulty encountered in selling these bonds, the Board decided in late March 1837 that if the state’s agents were eventually unsuccessful in marketing these bonds, the Board would purchase them for the canal company. A tentative contract was drawn up with the State’s agents.<sup>165</sup>

On April 24, 1837 the Chief Engineer submitted his report on the revision of the line from South Branch to Cumberland. The report was laid on the table.<sup>166</sup>

On May 29, 1837 the Chief Engineer presented to the Board another report which proposed to change the location of Dam 8.<sup>167</sup> The Chief Engineer proposed to locate Dam 8 inside Cumberland rather than a mile below the town.

A week later the Board ordered that the Chief Engineer’s proposed change in the location of Dam 8 be adopted. At the same time a letter from the Commissioner was presented to the Board in which was enclosed “agreements Moore N. Falls and Matthew St. Clair Clarke.” In these agreements Falls and Clarke promised to relinquish “all claims for their land required for the construction of the Basin at Cumberland” if Dam 8 was to be located in Cumberland. These agreements were accepted and the Commissioner was ordered to obtain deeds for the lands as soon as possible. The Commissioner was also ordered to “obtain from David Shriver, a written agreement to surrender his land free of charge, . . . for the construction of the said Basin, according to his verbal proposition made to the Board at Cumberland on the” 29<sup>th</sup> of May.<sup>168</sup>

At the annual meeting on June 12, 1837, the stockholders were given the following information concerning the recent change in the location of Dam 8:

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<sup>162</sup> *Eighth Annual Report* (1836), C & O Canal Co., pp. 4 & 8 quoted in Unrau, *Dam No. 8 and its Associated Structures*, p. 11.

<sup>163</sup> Sanderlin, *The great National Project*, p. 111.

<sup>164</sup> Proceedings of the President and Board of Directors, E, p. 128.

<sup>165</sup> Proceedings of the Stockholders, B, p. 75. See also Sanderlin, *The Great National Project*, p. 130.

<sup>166</sup> Proceedings of the President and Board of Directors, E, p. 244.

<sup>167</sup> *Ibid.*, E, p. 270.

<sup>168</sup> *Ibid.*



A change has recently been determined upon for the site of the feeder dam at Cumberland. It was at first contemplated to place this dam one mile below the town; the site recently adopted is immediately at Cumberland, a few hundred feet below the mouth of Wills Creek. By this arrangement we are enabled to make a guard bank that will protect the basin in Cumberland, and the town itself, against injury from high water of the river, to which they would have been more or less subject with the former location of the dam. The basin will now be under the same control as the water of the canal, and will be kept at a uniform height. Warehouses and buildings may consequently be put upon it, without any precaution being taken to place them above the reach of high water. Besides, the basin can easily be drawn down, at any time, for the purpose of improvements. In a few words, the present plan conducts the independent canal directly into the town, whereas the former plan terminated it a mile below.<sup>169</sup>

At the same meeting the stockholders were informed of the progress of the work then under contract, and of the Board's plans to let the whole line between Cacapon and Cumberland as soon as possible:

Impressed with the importance of completing the canal to Cumberland at the earliest day possible, we would long since have put the whole line under contract, if the means formerly at our command had been sufficient to justify that course; but we had, as heretofore fully explained to the Legislature, to limit our lettings to the sum of resources placed at our disposal, and consequently, for the time being, to continue our operations to the extension of the canal to Cacapon, and above that river to two difficult passes—a tunnel at the Paw Paw Bend, and a deep cut at Old Town. These two works are situated on the line between the Cacapon river and Cumberland; and requiring a longer time for their completion than any other portion of the same line, we seized the earliest moment of putting them under contract to men of acknowledged experience, energy and character. By the adoption of this course, we are satisfied that these works will be finished as soon as the other portions of the line from Cacapon to Cumberland.

But the State of Maryland having, by the aid more recently extended to this Company, placed means at its command that will justify the President and Directors in making contracts to perfect the navigation to Cumberland as soon as may be possible, every effort shall be made to fulfill the public expectation, and gratify our own and the general desire, to even the least interest, dependent on the early and happy completion of this great work.

In view of an early letting of the line from Cacapon to Cumberland, as many of the engineer corps as could be spared from the works under construction have been actively engaged in revisiting the line and setting the stakes, many of which had been displaced by accident or design. We are assured by the Chief Engineer, that all necessary preparations will be made, so that the letting may be had by the first of August ensuing. It is the purpose of the Board to place under contract at that time the whole line from Cumberland to the Narrows, a distance of about ten miles. At this point temporary locks may be placed, by which the navigation from Cumberland may be accommodated probably one year sooner than by the continuous canal; and below that point, if not the entire line, at least all the difficult sections, including the masonry, being the works requiring the longest time for construction, will at the same time be let. A small addition to the engineer corps will be necessary, in order to give efficiency to the operations on the extended line which will than be in progress.<sup>170</sup>

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<sup>169</sup> *Ninth Annual Report* (1837), C & O Canal Co., pp. 9, 10 & 14 quoted in Unrau, *HSR, Dam No. 8 and its Associated Structures*, p. 12.

<sup>170</sup> *Ibid.*

Although the 1836 bonds had not yet been marketed and the canal company lacked sufficient funds to let new contracts, the Board on June 14, 1837, had the following bulletin printed in the local newspapers:

At the office of the Commissioner of the Canal at Hancock until the 3<sup>rd</sup> day of August next, inclusive, proposals will be received for constructing 58 sections, of the Chesapeake and Ohio Canal, 3 aqueducts, 20 locks of 8 ft. lift each, and seventy culverts on the line thereof.<sup>171</sup>

On August 3, 1837 the Chief Engineer urged the Board to make Dam 8 a masonry structure rather than the “cribbed and rubble stone dam” the Board had originally planned. The Board agreed and ordered the clerk to accept proposals for the dam and its guard lock.<sup>172</sup>

The Board on September 13, 1837 referred all contract proposals to the Committee on Contracts. On September 27 this committee recommended the letting of: Sections 268–176; 278–281; 292–294; 312–313; 317–323; 329; 335–336; 341–344; 347–367; and Locks 68, 73–75. On September 29 the committee recommended the letting of: Aqueducts 9–11; Locks 56–59, 69–72; and Dam 8 along with its Guard Lock. The committee’s recommendations were accepted.<sup>173</sup>

After the letting of the contracts on September 27, the Board ordered that all sections should be completed by December 15, 1839 and that all masonry work should be completed by November 1, 1839.<sup>174</sup> It is probably safe to assume that this order also applied to those contracts let two days later. Successful bidders were informed on September 30, that because the \$3,000,000 worth of six percent bonds issued by the state of Maryland in 1836 had not yet been marketed, no payments could be made on estimates, except by notes to be issued by the company.<sup>175</sup>

Of the sections let on September 27 and 29, Sections 358–367 (From Evitts Creek to Cumberland) would fall within the present city limits of Cumberland. These ten sections were awarded to the following contractors: George Grier 358; Henry, McCurdy, Johnson and Company 359; Thomas M. McCubbin 360; John Dougherty 361; Simon Nicholls 362 and 363; Clark Burnham 364; Charles Murray 365; H. Devine 366 and 367; Dam 8 and the Guard Locks were awarded to the partnership of Sterritt and Lockwood.<sup>176</sup>

When contracts were let in 1837 most of the area between Evitts Creek and Cumberland was farmland. The land which made up Sections 358–361 was part of the Lamar farm. The owners were William L. and Maria J. Lamar. The deed between the Lamars and the canal company was made on March 21, 1837 and recorded on March 23. For \$906 the Lamars conveyed to the canal company “all that piece of land commonly known” as “Pleasant Valley” containing “28 acres, 3 roods and 18 perches more or less.”<sup>177</sup> Two years later the canal company purchased additional

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<sup>171</sup> Bearss, *HSR, The Composite Locks*, p. 3. The work advertised covered about 29 of the 50 miles between Dam 6 and Cumberland.

<sup>172</sup> Unrau, *HSR, Dam 8 and its Associated Structures*, p. 13.

<sup>173</sup> Proceedings of the President and Board of Directors, E, pp. 317–321.

<sup>174</sup> *Ibid.*, E, p. 319.

<sup>175</sup> Bearss, *HSR, The Composite Locks*, p. 4. See also Harlan D. Unrau, *HSR. Single-Span Aqueducts* (Denver: NPS, 1974), p. 89.

<sup>176</sup> Proceedings of the President and Board of Directors, E, pp. 319–320.

<sup>177</sup> Deeds and other Records Concerning Land, 1828–1873, C & O Co. See also Allegany County Land Records AB No. T, folios 122–124.

acreage from the Lamar farm. This deed was made on June 17, 1839 and recorded on April 18, 1840. For “one hundred forty dollars and fifty-three” cents William Lamar conveyed to the canal company “part of a tract of land called ‘White Oak Level’ . . . containing 30 acres, 3 roods and 25 square perches.”<sup>178</sup>

Adjacent to the Lamar farm the canal company purchased for \$100 “two acres, three roods, and thirty perches” of land from Mary Ann O’Neal, a resident of Montgomery County, Maryland. This land was part of a tract known as “The Brothers.” The deed was made on October 21, 1837 and recorded on January 6, 1838.<sup>179</sup>

Adjacent to the O’Neal property the canal company obtained through condemnation “37 acres and 2 roods” of land from the George Thistle family. This land, like the adjoining O’Neal property, was part of the tract called “The Brothers.” The jury required the canal company to “make and keep in repair a ferry at any point the said owner” [George Thistle] should “select, either opposite to or above his house.” The ferry was to be made “upon the plan of other ferries that the said company” had constructed elsewhere. Thistle was to “furnish the boat or boats” for the ferry. If Thistle’s land was put “under contract before the removal of the present growing crop” the canal company was required “to pay the said owner for such injury” as might occur to his crop “in consequence of the letting of said work.” The canal company also agreed to “prevent the erection of shanties” by the contractors “outside the lines of condemnation.” The jury awarded the Thistles \$3,500 on June 23, 1837.<sup>180</sup> The property acquired from the Thistle family lies in present-day South Cumberland.<sup>181</sup>

Adjacent to the Thistle property, the canal company purchased a total of “75 acres, Two Roods and Ten Perches” of land from Mrs. Elizabeth Dick, a resident of Washington County, District of Columbia. Mrs. Dick’s property was part of a tract called “The Resurvey on Shutes Request.” On April 24, 1837 she had agreed to sell 56 acres for \$3,100. At the same time she also agreed to sell “any additional quantity . . . which might upon further survey be found to be contained between the upper berm line of the Chesapeake and Ohio Canal and the river Potomac, at the same rate per acre as paid for the said 56 acres . . .” By June 22, 1838 the survey had been completed, and Mrs. Dick, in conformity with her earlier agreement, conveyed an additional “19 acres, 2 roods and 10 perches” of land to the trustees of the canal company for \$1,082.80. The total amount paid to Mrs. Dick for the 75 acres was \$4,182.80.<sup>182</sup> The property purchased from Mrs. Dick lies in present-day South Cumberland.<sup>183</sup>

Adjacent to Mrs. Dick’s property and continuing up to what was then the town limits of Cumberland, the canal company acquired through condemnation on June 13, 1837, “11 acres, 13 roods

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<sup>178</sup> *Ibid.* See also Allegany County Land Record AB No. AA, folios 315–319.

<sup>179</sup> *Ibid.* See also Allegany County Land Record AB No. T, folio 423.

<sup>180</sup> *Ibid.* See also Allegany County Judgment Records AB Q, folio 309.

<sup>181</sup> See Appendix B: Mackall map drawn in 1890 from original deeds.

<sup>182</sup> *Ibid.* See also Allegany County Land Record AB No. W, folios 262–266. In October 1837 after Mrs. Dick had agreed to draw up a deed with the Board, she refused to convey the land to company trustees, John P. Ingle, Clement Cox and William A. Bradley, unless authorized to do so by the Board. Therefore the Board had to send a special letter to Mrs. Dick requesting her to convey the land to the trustees. See Proceedings of the President and Board of Directors, E, p. 331.

<sup>183</sup> See Appendix B: Mackall map drawn in 1890 from original deeds.

and 10 perches” of land belonging to Mary Ann O’Neal. This piece of property was also part of the tract known as “The Brothers.” The jury awarded Mrs. O’Neal the sum of \$250. On October 17, 1837 Mrs. O’Neal filed an objection on the grounds that the sum awarded was too small. The canal company records do not indicate whether Mrs. O’Neal’s objection was upheld or rejected.<sup>184</sup>

Within the town limits of Cumberland the canal company’s original right-of-way was obtained by an agreement with Moore N. Falls and Matthew St. Clair Clarke in June 1837. On June 7, 1837 Falls and Clarke offered to relinquish “all claims for their land required for the construction of the Basin at Cumberland” if Dam 8 and the Basin were located inside Cumberland rather than below the town. The Board immediately accepted their offer.<sup>185</sup>

Falls and Clarke were owners of a portion of the “Walnut Bottom” tract known as the “Commercial Mart.” They agreed to “give” the canal company “sufficient of said property for the location of its Main Basin immediately alongside the Potomac River, but not to exceed in width 110 feet at water surface . . .”<sup>186</sup> The right-of-way given by Falls and Clarke began at the boundary line with O’Neal property and continued into the heart of Cumberland where it was used to form the Main Basin and the Little Basin.<sup>187</sup>

Falls had obtained his “Commercial Mart” property from George Hoblitzell in July 1835 for the sum of \$4,000. The deed between Hoblitzell and Falls gave the following description of the property:

. . . all that part of a tract of land called ‘Walnut Bottom’ adjoining the town of Cumberland and contained in the following lines, to wit: Beginning for the same at the Southwest corner of Lot No. 200 in said town and running parallel with Creek street 10 perches to Wills Creek, thence down with the Creek to Hoyes’ line near the mouth thereof, then down with the creek and with said Hoyes’ line, South 56 degrees East to the corner of Shriver’s land, thence North 2 degrees West from 429 feet, North 79 degrees 99 feet, South 27 degrees East to the alley, that formerly ran between Mrs. Slicer’s and Reids’ lot, thence to the Southwest corner of T. Reids’ lot, thence with the lines of the Town lots to the beginning, containing more or less—also one other piece of said tract called Walnut Bottom adjoining the 1<sup>st</sup> part and beginning for the same at the Southwest corner of H. Wineow’s lot whereon George Wineow resided in 1823, and running thence South 70 degrees West 18 perches to a line of that part of Walnut Bottom conveyed of Thomas Beall of Samuel to James Scott, it also being a line of the above described piece, thence with the lines of said lot North 8½ degrees East 12½ perches, North 60 degrees East 16 perches to the Northwest corner of Mrs. Slicer’s lot, thence with the West or back lines of the town lots, with a straight line to the beginning, containing more or less—reserving to said George Hoblitzell the ground upon

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<sup>184</sup> Deeds and Other Records Concerning Land, 1828–1873, C & O Co. See also Allegany County Judgment Records AB Q, folio 538.

<sup>185</sup> Proceedings of the President and Board of Directors, E, p. 270. On the same day that the Board accepted the agreements from Falls and Clarke, it also ordered the Commissioner to seek a similar agreement from David Shriver. Shriver apparently had promised earlier to make such an agreement if Dam 8 and the Basin were located in Cumberland.

<sup>186</sup> See “Copy Agreement with Petition of Defendant for dismissal of suit—Filed October 26, 1870” found in Legal Records, ca. 1828–1900, C & O Co.

<sup>187</sup> See Appendix B: Mackall map drawn in 1890 from original deeds.

which the New Stable is erected near Water Street and 12 feet on the east and west sides and 30 feet on the South of said Stable.<sup>188</sup>

On October 25, 1837 the Board ordered the Chief Engineer “to furnish” the Board “with a plan of the proposed basin at Cumberland, and of the works to be connected therewith with as little delay as possible.”<sup>189</sup> The Chief Engineer was ill, however, and delayed sending the plan. Therefore on December 19, 1837 the company’s clerk, John P. Ingle, wrote Chief Engineer Fisk to remind him to forward the plan. Ingle said: “Mr. Clarke [Matthew St. Clair Clarke] has again been here and is quite disappointed that we have not the plan of the Basin at Cumberland—as they [Clarke and Falls] gave their land—we ought to show what we want—and Col. Washington [canal company president George C. Washington] says that the plan is prepared and requests you to send it down by the very first private conveyance.”<sup>190</sup>

By the late 1830’s the canal company was facing massive financial problems. When the Board awarded contracts in September 1837, it was awaiting the sale of the \$3,000,000 worth of six percent bonds voted by the Maryland Legislature back in June 1836. When the state’s agents failed to sell the bonds by December 1837, the Board concluded contract arrangements to purchase the bonds and sell them for the twenty percent premium required by the state.<sup>191</sup>

By early 1838, however, many legislators were beginning to argue that the passage of the Eight Million Dollar internal improvements act (which had provided for the \$3,000,000 subscription to the canal company’s stock) had been a mistake. Some were suggesting that the act be repealed and that bonds not already issued be withheld. It was not until March 1838 that the Maryland Legislature confirmed the sales contract made between the company and the state’s agents “and placed the certificates in the company’s hands.”<sup>192</sup>

Upon receiving the bonds the Board divided them “into equal sums for sale here and abroad.” The company had no initial success in the American market, so it concentrated its efforts on selling the bonds in England. To enable the sale of the bonds in England the canal company (along with its old rival the Baltimore and Ohio Railroad)<sup>193</sup> urged the Maryland Legislators to convert the six percent dollar bonds to five percent sterling. The Maryland Legislature agreed. At the same time the Legislature released “the canal and railroad companies from the requirement of a 20 percent premium” and voted to subscribe “an additional \$1,375,000 to the canal stock.”<sup>194</sup>

While the canal company was trying to sell the Maryland bonds, it adopted several temporary measures to enable it to continue work on the canal. First of all, it brought “suits against delin-

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<sup>188</sup> See “Extract of Deed, George Hoblitzell and Wife to Moore N. Falls” in Legal Records, ca 1828–1900, C & O Co.

<sup>189</sup> Proceedings of the President and Board of Directors, E, p. 330.

<sup>190</sup> Ingle to Fisk, December 19, 1837, Ltrs. Received, Chief Engineer.

<sup>191</sup> Proceedings of the President and Board of Directors, E, p. 350. See also Sanderlin, *The Great National Project*, p. 130.

<sup>192</sup> Proceedings of the President and Board of Directors, E, p. 380. See also Sanderlin, *The Great National Project*, p. 130.

<sup>193</sup> The Eight Million Dollar Bill passed by the Maryland Legislature in June 1836 provided for a subscription of \$8,000,000 to several internal improvement companies. The C & O Canal and the B & O Railroad were to receive \$3,000,000 each. See Sanderlin, *The Great National Project*, pp. 110–111.

<sup>194</sup> *Ibid.*, p. 131.

quent stockholders to force full payment.” Secondly, it “resorted to loans from local banks” and eventually from the Bank of the United States. Thirdly, it renewed the issuance of canal scrip.<sup>195</sup>

By the end of May 1838, it looked as if the bonds were not going to be sold anytime soon. The Board therefore “decided to seek loans from banks on the pledge of the bonds while awaiting an improvement in the money markets.” This decision ushered in what canal historian Walter Sanderlin has called “one of the most disastrous episodes in the canal history.” According to Sanderlin, the Board obtained loans in America and Europe “on the pledge of Maryland bonds at 85.” When the huge debt caused by these loans was finally liquidated between June 1839 and June 1840 “the bonds were sold for an average of 66 and 67 in New York, and 71 in England. Only in Baltimore and Washington did the company salvage even the 85 percent hypothecated value.”<sup>196</sup>

In the meantime the canal company was being plagued by labor violence. On January 1, 1838 violence erupted at the Paw Paw Tunnel. The riot was led by Irish workers who were upset over the wholesale hiring of German immigrants and native Americans. The Cumberland Guards were sent to help quell the disturbance.<sup>197</sup>

Violence continued to occur sporadically throughout 1838 and most of 1839. In August 1839 a large riot broke out near Little Orleans. Men from both Allegany and Washington Counties were used to quell the riot. About thirty of the Little Orleans rioters were arrested and jailed in Cumberland. All but two were tried, convicted and given prison terms of from one to eighteen years. When a similar riot occurred again at Little Orleans in November 1839 the ringleaders of the disturbance were jailed, convicted and given prison terms. This action apparently was successful in bringing a temporary halt to labor violence on the canal.<sup>198</sup>

Despite the financial and labor problems plaguing the canal company in the late 1830’s work was continued between Dam 6 and Cumberland. On July 16, 1838, H. Devine, the original contractor for Section 366 and 367 (within the town of Cumberland), requested an increase in his original contract price for Section 367. The Board, however, “having determined not to increase the price of any contract made for work above Dam No. 6, refused the proposition.”<sup>199</sup> Devine’s contract for Section 367 was eventually declared abandoned and was relet to George Hoblitzell of Cumberland. Devine did eventually complete Section 366 in July 1839.<sup>200</sup>

In August 1839 the Report of the General Committee of the Stockholders said that most of the nine mile level between Lock 75 at North branch and Dam 8 at Cumberland was “not very difficult work.” There were “two and a half miles of heavy river embankment” along this level. Part of the embankment had already been completed, and the remainder was “advancing in a satisfac-

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<sup>195</sup> *Ibid.*, pp. 131–132. See also Proceedings of the President and Board of Directors, E, P. 459.

<sup>196</sup> Sanderlin, *The Great National Project*, pp. 133–134.

<sup>197</sup> *Ibid.*, p. 120. See also Stegmaier, *Allegany County: A History*, p. 125.

<sup>198</sup> Sanderlin, *The Great National Project*, pp. 121–122. See also Stegmaier, *Allegany County: A History*, pp. 125–126. Sanderlin and Stegmaier appear to differ on the number of rioters who were sentenced after the riots of August and September 1839. Sanderlin says that of the 30 tried, all but two received sentences, while Stegmaier says that 14 were given sentences. In July and August 1838 the canal company had begun firing and then blacklisting some of the ringleaders of the labor disorders. This action also helped curb the tide of labor violence.

<sup>199</sup> Proceedings of the President and Board of Directors, E, p. 458.

<sup>200</sup> *Ibid.*, F, p. 87.

tory manner.” There were to be two waste weirs on this level, neither of which had been placed under contract. According to the report Dam 8 had “already” been “raised several feet above its foundation” and “the Virginia abutment” was already partially built. The report gave the following details concerning the dam:

Dam No. 8, and its accompanying guard-lock, are situated at the point that, for the present, is considered the western termination of the eastern section of the canal. The dam is just below the mouth of Wills Creek. It raises the water of the North Branch and of Wills Creek three and a half feet at their confluence; thereby giving from four to six feet up the latter, and increasing the depth of the natural basin in the North Branch, which already, for nearly two miles above the mouth of Wills Creek, is a beautiful sheet of still water, from 6 to 12 feet in depth and 400 feet wide.

The dam, although having a fall over it of only from 4 to 5 feet, will have a height from its foundation of not less than 14 feet. This is caused by the excavation of about 10 feet in depth below the bed of the river, to the solid rock, for a foundation. It will be a solid water-tight wall of masonry, laid in water cement, 400 feet in length between the abutments, and 15 feet in width. It will be plumb on the lower side to its full height, and upon the upper side to within five feet of its full height. This difference of five feet in the height of the two sides allows the top of the dam to have an inclination upstream of three feet to one; that is, the fall will be five feet in the fifteen feet, the width of the dam. This upper surface, with this downward inclination up the stream, will be protected by white-oak timbers of a foot square, covered with three-inch plank, over all which will be placed ice-guards. Nearly one hundred feet in length of this dam is already raised several feet above its foundation. The Virginia abutment is also in part built.

This dam, thus constructed of water-tight masonry upon a solid rock foundation, with a fall of only from four to five feet, can, it is believed, be made so tight as to allow the escape of little or no water by leakage. This is a consideration of the highest importance, when it is recollected that, without the aid of reservoirs, there will be an insufficient supply of water at Cumberland for active trade in very dry seasons, such as occasionally occur.

Concerning the two basins that would be formed just below Dam 8, the report said:

The basin at Cumberland is an enlargement of the width of the canal to 100 feet, for near half a mile below the dam; from the lower termination of which enlargement, there will be a branch basin of about the same length at the main basin, diverging from it, and running up to Shriver’s Mill; which branch basin will vary in width from 100 to 200 feet. These two artificial basins, with the natural basin up the North Branch of nearly two miles in length, are the accommodations at present contemplated for receiving coal and other trade of the canal at Cumberland.

The two artificial basins below the dam are protected against the high water of the river by the tow-path of the canal, which is raised sufficiently high to serve as a guard-bank. The situation of this dam admits of an important extension of the accommodation to the trade, upon such plan as shall effectively protect Cumberland against the highest waters of the river and of Wills Creek. In fact, the town will thus obtain a greater degree of security from this danger than existed before the construction of the canal.<sup>201</sup>

By mid-1839 the Board of Directors realized that because of the financial problems of the company, construction between Dam 6 and Cumberland would soon have to be curtailed or possibly halted. The minutes of the Board meeting on August 28, 1839 stated that due to “the present state of the finances of the Canal Company” the Board would soon find it “necessary to suspend some

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<sup>201</sup> *Report of the General Committee of the Stockholders of the C & O Canal* (Washington, D.C.: Gales and Seaton Publishers, 1839), pp. 20–21.

of the works” under “contract on the line of the canal” or “to reduce the force employed thereon.” The Board therefore directed Chief Engineer Fisk to appear at the next meeting and inform the Board on the status of the works in progress.<sup>202</sup> The next week Fisk appeared before the Board and “made a verbal report on the present situation of the work on the line of the Canal.” Afterwards, he was ordered to “make a written report to the Board . . . in reference to the contemplated reduction of the force hereafter to be employed.”<sup>203</sup>

In the meantime some of the sections under contract near Cumberland were nearing completion. On September 25, 1839 the final estimate on Section 364 in favor of Z. Gatton was approved by the Board. The Board withheld “certain deductions,” however, in case Gatton should “fail to complete” the section when required.<sup>204</sup> This section had originally been let to Clark Burnham on September 27, 1837, but had later been declared abandoned and relet to Gatton.

The curtailment of work and shaky financial condition of the canal company had their inevitable effect upon the economy of Cumberland. Hard pressed by mounting debts in September 1839, “several Contractors and Merchants in Cumberland” addressed a letter to Thomas Perry, Allegany County’s member on the Board of Directors, “proposing an issue of notes or scrip by the Canal Company.” The notes, “secured by a pledge of Maryland State Bonds,” could be “used as a means of Payment from the Company to the Contractors.” Perry submitted the proposal to the Board, but the Board took no action.<sup>205</sup>

Since the deadlines for the completion of all sections and masonry work let in September 1837 were December 15, 1839 and November 1, 1839 respectively, the Chief Engineer recommended on December 21, 1839 that the contracts for all unfinished works be declared abandoned. By this date all but two of the sections between Evitts Creek and Dam No. 8 (Sections 358–367—the area that falls within the present city limits of Cumberland) had been completed. The two unfinished sections were Section 361 under contract to John Dougherty and Section 367 under contract to George Hoblitzell. Dam 8, under contract to Sterritt and Lockwood, was also unfinished. The Board accepted the Chief Engineer’s recommendation and declared all contracts for unfinished works abandoned.<sup>206</sup>

On February 27, 1840 the Chief Engineer announced to the Board that he and Commissioner Sprigg “had agreed to revive the contracts formerly made with George Hoblitzell,” and William P. Sterritt with “certain modifications and conditions.” The Board immediately confirmed the agreements.<sup>207</sup> While copies of these agreements could not be found in the records of the canal company, similar renegotiated agreements generally included the following provisions: “An extension of the time for completion to June 1, 1841; the right of the company to give thirty days’

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<sup>202</sup> Proceedings of the President and Board of Directors, F, p. 96.

<sup>203</sup> *Ibid.*, F, p. 97. The written report was actually presented on September 25. See *Ibid.*, F, p. 105.

<sup>204</sup> *Ibid.*, F, p. 107.

<sup>205</sup> *Ibid.*, F, p. 109. The proposal was ordered to be filed.

<sup>206</sup> *Ibid.*, F, pp. 137–138. Z. Gatton still had not finished Section 364, but his final estimate had been approved. The final estimates for Sections 362 and 363 under contract to the partnership of Simon Nicholls and William Storey were approved by the Board on January 23, 1840. See *Ibid.*, F, pp. 107, 156–157.

<sup>207</sup> *Ibid.*, F, pp. 173, 177.



notice to stop construction if its financial pressures forced it to; and the payment for work with canal company scrip payable six months after date.”<sup>208</sup>

About the same time Hoblitzell’s contract for Section 367 was renewed, he sold to the canal company a parcel of land which was a part of the section contracted to him. For \$1,200 Hoblitzell and his wife Sally on February 27, 1840 conveyed to the canal company the following property near Dam 8 in Cumberland:

. . . all that lot or parcel of ground upon which the stable of ‘Edwards’ tavern stands and also all the other ground between the said lot and Dam No. 8 that the said Hoblitzell now owns, and upon which the Guard Bank is placed, or that may be flooded by the back water of Dam No. 8 between said Guard Bank and Wills Creek above and from said Dam No. 8 up to the upper end of the lot upon which said stable stands—together with all and singular the advantages, profits and appurtenances thereunto . . . excepting the stable aforesaid, which the said George Hoblitzell hath reserved to himself provided he shall remove the same on or before the 1<sup>st</sup> day of July next at his own cost. . .<sup>209</sup>

In the meantime the population of Cumberland doubled between 1830 and 1840. The town’s population had been 1,162 in 1830. By 1840 it had increased to over 3,000. Some of the increase in the town’s population could no doubt be attributed to the influx of workers on the Chesapeake and Ohio Canal and the Baltimore and Ohio Railroad.<sup>210</sup>

By early 1840 it was generally recognized by the Board of Directors of the canal company and by the contractors on the line between Dam 6 and Cumberland that construction would soon have to be halted.

When the Maryland Legislature adjourned its session in March without appropriating more aid for the completion of the canal, the Board on March 28 passed the following resolutions:

Resolved, that in view of the very heavy sacrifice which will be incurred by the contractors and laborers now on the line of the Canal, and by those whom they are indebted, and of the additional cost which will inevitably be encountered in the completion of the Canal, if the works in progress are now suspended, it is expedient to continue the work until the first of May next, in the hope that measures will in the mean time, be adopted to afford the Board of Directors the means to proceed without interruption, with the improvement they have in charge.

Resolved that the Chief Engineer be directed to report on the present condition of the work in progress on the line of the Canal between Dam No. 6 and Cumberland; giving his opinion as to the probable increase of expenditures which will be required for the work if it shall now be arrested, and the time within which, in that event, the Canal will be opened for navigation from Cumberland to tide water.<sup>211</sup>

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<sup>208</sup> Unrau, *HSR, Dam No. 8 and its Associated Structures*, p. 38.

<sup>209</sup> Deeds and Other Records Concerning Land, 1828–1873, C & O Co. See also Allegany County Land Records AB No. AA, folio 320.

<sup>210</sup> Stegmaier, *Allegany County: A History*, pp. 142, 147. The population of Allegany County increased from 10,609 in 1830 to 15,740 in 1840. See the *Cumberland Civilian*, December 20, 1850.

<sup>211</sup> Proceedings of the President and Board of Directors, F, pp. 185–186.

Two days later the Chief Engineer presented his report “on the consequences” of suspending all work on the canal. According to Chief Engineer Fisk, the company’s failure to obtain “a further subscription from the State of Maryland” would result in “the total suspension of operations upon the canal.” He predicted that such a suspension for just one year would mean that the canal would “not be completed to Cumberland in less than four years from this time.” To back up his prediction he mentioned that a one year suspension (1834–1835) had delayed the completion of the sections between Dam 5 and Dam 6 for four years.<sup>212</sup>

On June 2, 1840 the Board of Directors informed the stockholders at their annual meeting that the canal work between Dam 6 and Cumberland was in the hands “of energetic and active contractors,” who were pressing forward “with as much vigor as the finances of the Company” would “allow.” Within the town of Cumberland, Dam 8 and its guard lock were “more than half done.”<sup>213</sup>

The contractors on the line between Dam 6 and Cumberland continued with their works through the remainder of 1840 and the first half of 1841, although they realized that construction would soon be halted.

In a letter to the stockholders gathered at a Special General meeting in March and April 1841, Chief Engineer Fisk commented on the necessity of placing “a temporary lock” at the Narrows [Lock 72] “next year” since “the Cumberland dam” would be finished. Without such a lock the river trade of the upper Potomac would be closed off by the dam since the canal was still unfinished between Dam 6 and Cumberland. Fisk maintained “that the intention” had “never been to close the dam at Cumberland, before the completion of the entire line, without making some such provision as that spoken of.” It “was with a view to a temporary lock at the ‘Narrows’ . . . that the light work between Cumberland and the ‘Narrows’ was put under contract so early.”<sup>214</sup>

On June 7, 1841 Chief Engineer Fisk informed the stockholders at their annual meeting that within Cumberland Dam 8 and the guard lock were “five eighths done.” Both structures, according to Fisk, could “easily be finished by the close of next year.”<sup>215</sup>

In August 1841, however, the Board finally ordered the suspension of all work. According to Sanderlin’s history of the canal some contractors were able to write “drafts on the company” and thus continued to work longer. By December 1842, however, all work had come to a halt.<sup>216</sup>

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<sup>212</sup> *Proceedings of the President and Directors of the Chesapeake and Ohio Canal Company in Relation to the Present Condition of the Work on the Line of the Canal and the Report of the Chief Engineer on the Consequences of a Suspension of the Work* (Washington, D.C.: Gales and Seaton Publishers, 1840), pp. 4–8.

<sup>213</sup> *Twelfth Annual Report* (1840), C & O Canal Co., pp. 14–15, quoted in Unrau, *HSR, Dam No. 8 and its Associated Structures*, p. 38.

<sup>214</sup> *Proceedings of the Stockholders of the Chesapeake and Ohio Canal Company, In Special General Meeting, Commencing on the 8<sup>th</sup> of March and Continuing, by adjournment, to the 3<sup>rd</sup> of April, 1841. Also a communication from C. B. Fisk, Esq. Late Chief Engineer, Addressed to the Stockholders* (Washington, D.C.: Gales and Seaton Publishers, 1841), p. 3.

<sup>215</sup> *Thirteenth Annual Report* (1841), C & O Canal Co., pp. 59–61 quoted in Unrau, *HSR, Dam No. 8 and its Associated Structures*, p. 46.

<sup>216</sup> Sanderlin, *The Great National Project*, p. 137.

When work came to a halt in 1842 much of the last fifty miles between Dam 6 and Cumberland had been completed. Included among those finished portions were Sections 358–366 in what is present-day Cumberland.<sup>217</sup> In fact only eighteen miles were unfinished. These eighteen miles were scattered, however, and included some of the most difficult works such as the tunnel and deep cuts. Dam 8 and its guard lock in Cumberland were also unfinished.<sup>218</sup>

In the meantime, the canal's old rival, the Baltimore and Ohio Railroad had reached Cumberland in 1842. The first locomotive to reach Cumberland was an engine used to test the tracks on November 1, 1842. Four days later the official train entered the town. The citizens of Cumberland were naturally jubilant over the arrival of the first train. The *Cumberland Civilian* greeted the first arrival with the headlines "Here at Last."<sup>219</sup>

According to Thomas' and Williams' *History of Allegany County*, the period when Cumberland was the terminus for the railroad "was a most prosperous time for . . . Cumberland." The old National Road was "in effect the continuation of the railroad." In "the early days" there was "one passenger train between Baltimore and Cumberland daily, except Sunday." The "fare from Cumberland to Baltimore was \$6.50."<sup>220</sup>

William H. Lowdermilk the author of the *History of Cumberland*, published in 1878, has written the following concerning the impact of the railroad's arrival in Cumberland:

No other event has ever transpired in the history of the place which created so much pleasurable excitement. Business was entirely suspended, and men, women and children gathered about the terminus of the road to witness the arrival of trains. From the mountain tops, and valleys, throughout the adjoining country, the people came in crowds, and the town was in a fever of excitement for many days.

The opening of the road proved the inauguration of a new era in the history of the town. This was made the point of exchange for passengers and merchandize between the East and West. Hotels were erected for the accommodation of travelers, and large warehouses, along the railroad tracks, for the storing of goods which were to be transshipped from cars to wagons for the West, and from wagons to cars for the East. The facilities thus furnished for rapid transportation induced many persons to make the journey across the mountains, and the stage companies were compelled to build new coaches and to erect large stables. Every morning and evening upon the arrival of the cars long lines of stages drew up in front of the hotels. Inside they carried nine passengers, and outside one on the seat with the driver. In the "boot" and on the roof was placed the baggage. When all were loaded, at a given signal, a dozen whips would crack, a dozen four-horse teams would take the road, and dash through the streets at a brisk trot, which would be kept up until Frostburg was reached, in less than two hours. Here horses were exchanged, and up the mountain grade they went, on their way to Wheeling.

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<sup>217</sup> Section 361 was completed by John Dougherty (his original contract had been declared abandoned in December 1839) in June 1840. See Proceedings of the President and Board of Directors, F, p. 247. It is not known when the last section in Cumberland (Section 367) was completed. All the other sections from 358–366 were completed by 1840. See footnote 112.

<sup>218</sup> Unrau, *HSR< Dam No. 8 and its Associated Structures*, p. 47.

<sup>219</sup> Stegmaier, *Allegany County: A History*, pp. 129–130. Cumberland remained the western terminus of the Baltimore and Ohio Railroad until 1851. See the *Cumberland Civilian*, October 11, 1850 and the *Cumberland Miner's Journal*, November 14, 1851.

<sup>220</sup> Thomas, *History of Allegany County*, pp. 263–264.

In a little while after the completion of the railroad to Cumberland, the National Road became a thoroughfare such as the country has never before or since seen, for a like distance. On every mile of the road were to be seen stages, carriages, and heavy freight wagons, carrying tons of merchandize piled up under their canvas-covered bows, drawn by six powerful horses. In addition to these, great droves of cattle, hogs, sheep, etc., were daily on the road. Taverns were to be found every few miles, with jolly landlords, who knew all the teamsters, drivers and guards. There were ‘good old times,’ and the ‘pike boys’ still living look back to them with many a sigh of regret.<sup>221</sup>

The completion of the Baltimore and Ohio Railroad to Cumberland was no doubt a stimulus for the construction of smaller branch lines leading from the mining area into Cumberland. The problem of getting the coal from the mining region to Cumberland had been recognized for a long time. In 1828 the Maryland Legislature had chartered the Maryland Mining Company. The new company was authorized “to build a railroad from its mines to Cumberland or some other point on the Chesapeake and Ohio Canal.”<sup>222</sup> Perhaps because of the slow progress of canal construction, the mining company made no immediate move to construct such a road.

In 1838, however, the Maryland and New York Iron Company was given permission by the state to begin construction of a nine mile long railroad which would run “from the Narrows [just north of Cumberland] up Jennings Run to Mt. Savage.” This road was not opened, however, until April 1, 1845.<sup>223</sup>

According to Thomas’ and Williams’ *History of Allegany County*, when the Mt. Savage Railroad was completed, connection could be made with the Baltimore and Ohio Railroad at Cumberland. The Mt. Savage Railroad in the early years was in fact “operated by the Baltimore and Ohio which provided the rolling stock.” Passenger trains “were run in connection with the trains from Baltimore.”<sup>224</sup> An 1845 advertisement for the new railroad said: “the Mt. Savage cars leave Cumberland about 5 o’clock A.M., returning by early breakfast. Leave again at 9 o’clock and return to Cumberland at 4 P.M. Leave again on the arrival of the Baltimore train and return generally about 7, affording opportunity for a pleasant ride and of witnessing one of the greatest . . . iron manufacturing establishments in the Union.”<sup>225</sup> The primary purpose of the Railroad, however, was to transport coal from the mines to the Baltimore and Ohio line at Cumberland.<sup>226</sup> The Baltimore and Ohio then transported the coal to the Chesapeake and Ohio canal terminus at Dam 6.

In May 1845 the Maryland Mining Company finally began construction of an eleven mile railroad which ran from Cumberland “through the Narrows [just north of Cumberland] and up ‘Braddock’s Valley’ to Eckhart.” This line was merged with the Mt. Savage Railroad sometime before 1850 to form the Cumberland—Mt. Savage Railroad. In 1850 this railroad was chartered

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<sup>221</sup> Lowdermilk, *History of Cumberland*, pp. 349, 351–352, 371 quoted in Harlan D. Unrau’s unpublished *HRS, The Chesapeake and Ohio Canal NHP—Chapter XIV, The Economic Impact of the C & O Canal on the Potomac Valley: 1828–1924*, pp. 212–213.

<sup>222</sup> Stegmaier, *Allegany County: A History*, p. 132.

<sup>223</sup> *Ibid.*, pp. 141–142.

<sup>224</sup> Thomas, *History of Allegany County*, p. 274.

<sup>225</sup> *Ibid.*, p. 264.

<sup>226</sup> *Ibid.*, p. 274.

as the Cumberland and Pennsylvania Railroad. In 1851 it continued its tracks from Eckhart to just below Frostburg and “after digging a tunnel under that town” extended its road “9.8 miles to Lonaconing in 1857.” At Lonaconing it connected “with the tracks of the George’s Creek Coal and Iron Company, which in 1852 had opened the 9.2 mile line between Piedmont [Va.] and Lonaconing.” In 1864 under the ownership of the Consolidation Coal Company the Cumberland and Pennsylvania Railroad “gained control of the entire road between Piedmont and Cumberland via Mt. Savage.”<sup>227</sup>

According to Sanderlin’s history of the canal, by 1842 “the financial condition” of the canal company “was deplorable, if not entirely hopeless.” Officials of the company “publicly acknowledged debts of \$1,196,400 above all means.” In addition, most of its resources “were tied up in the few remaining 5 percent bonds it owned.”<sup>228</sup>

The canal company’s remaining five percent bonds “had been deposited with the Barings” of London in 1839 and had remained there because “there was no market for them.” In the meantime the Barings had made several advances to the canal company between 1839 and 1842. By the end of 1842, the Barings, obviously hard pressed by the tightness of the British money market, demanded “payment on the advances.” After some hesitation, the canal company agreed to sell its remaining five percent bonds to the Barings in order to “repay the advances.”<sup>229</sup>

As controlling stock-holder, the State of Maryland was able to force the canal company to take some steps to improve its financial situation. In the spring of 1842 the Maryland Legislature ordered the canal company to sell all excess canal properties. According to Sanderlin, the forced disposal of excess property was completed by June 1844.<sup>230</sup>

With prodding from the state, the canal company also “took steps to improve the position of the canal as a transportation agency pending the successful” completion of the canal to Cumberland. In September 1843 it made an agreement with its old rival the Baltimore and Ohio Railroad Company whereby the railroad would transport coal from Cumberland to the canal terminus at Dam 6 for “2 cents a ton per mile.”<sup>231</sup>

Although construction had been halted, the canal company’s board of directors continued to plan for the canal’s completion. The plan that was eventually accepted by the Maryland Legislature was “the proposal to waive the state’s prior liens on canal revenues and permit the canal compa-

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<sup>227</sup> Stegmaier, *Allegany County: A History*, pp. 141–142.

<sup>228</sup> Sanderlin, *The Great National Project*, p. 139.

<sup>229</sup> *Ibid.*, pp. 139–140.

<sup>230</sup> *Ibid.*, p. 140. In the Cumberland area, however, the canal company was still disposing of excess property in accordance with the order of the Maryland Legislature, as late as April 1845. On April 17, the company sold a portion of the 75 acres it had originally purchased from Elizabeth Dick back in 1838. The land was sold to one John Black of Allegany County. According to the deed, the parcel sold to Black contained 46 acres more or less “after deducting one acre,” to provide an “outlet to the river” for water that would “pass from a waste weir” to be constructed later. See Deeds and Other Records Concerning Land, 1828–1873, C & O Co. See also Allegany County Land Records 15, folio 255 and Proceedings of the President and Board of Directors, G, p. 237.

<sup>231</sup> Sanderlin, *The Great National Project*, pp. 150–151. According to Sanderlin, this arrangement turned out to be more harmful than beneficial to the canal’s interest. The amount of coal carried by the railroad was always small and the railroad company used the arrangement to argue that the railroad should be made a permanent feeder to the canal at Dam 6.

ny to issue its own bonds to pay for the completion of its work.”<sup>232</sup> This proposal was accepted by the Legislature in March 1843.<sup>233</sup>

The proposal provided that the canal company “could issue \$1,700,000 of preferred construction bonds on the mortgage of its revenues, when it received guarantees from interested parties for 195,000 tons of trade annually for five years.”<sup>234</sup>

The Board obtained the necessary guarantees and by November 1, 1845 construction had been resumed on the unfinished portion of the canal. The contractors were Walter Gwynn, William Thompson, James Hunter and Walter Cunningham, all partners in Messrs. Gwynn and Company.<sup>235</sup>

By July 1846, however, all work had again ceased because the bonds of the company had not been sold. Work remained suspended during the remainder of 1846 and most of 1847.<sup>236</sup>

Finally in October 1847 the Board worked out an arrangement for the sale of the company’s bonds. The estimated amount of cash needed to complete the canal was \$1,100,000. According to the terms of the arrangement, a group of New York, Boston and Washington businessmen agreed to take \$500,000 of the bonds. The subcontractors would take \$200,000. The state of Virginia agreed to take \$300,000 and the District cities agreed to take \$100,000.<sup>237</sup>

On November 18, 1847 construction was again resumed. A new contract had been drawn up with James Hunter, William Thompson and a third partner, Thomas Harris.<sup>238</sup>

Work proceeded with only a few interruptions until the company ran out of money again in July 1850. The contract with Hunter, Harris and Company was declared abandoned.<sup>239</sup>

A new contract was immediately drawn up with Michael Byrne, who agreed to complete the canal “for \$3,000 cash and \$21,000 in bonds.” Byrne finally completed the canal in the fall of 1850. The formal opening was held on Thursday October 10, 1850.<sup>240</sup>

Little information is available on the individual sections and structures placed under contract between 1845 and 1850. We do know, however, that as of April 1, 1850, \$3,276 worth of work remained to be done on the sections which fall within the present city limits of Cumberland (Sections 358–367). In addition \$5,668 worth of work remained to be done on structures within Sections 358 through 367. According to a statement of balances on April 1, 1850, the following amounts were required to put these sections and structures into working order for the opening of the canal:

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<sup>232</sup> *Ibid.*, pp. 144–145.

<sup>233</sup> *Ibid.*, p. 152.

<sup>234</sup> *Ibid.*

<sup>235</sup> *Ibid.*, pp. 154–155

<sup>236</sup> *Ibid.* p. 155.

<sup>237</sup> *Ibid.* p. 157.

<sup>238</sup> *Ibid.*, Gwynn and Cunningham were no longer associated with the partnership.

<sup>239</sup> *Ibid.*, pp. 157–158.

<sup>240</sup> *Ibid.*, pp. 158–159.

Sections No. 358 to No. 367 inclusive	\$3,276
Aqueduct No. 11 [at Evitts Creek]	\$1,404
Culverts No. 236–237 & 239	\$1,062
Culverts No. 240 and 241	\$136
Waste Weir in Section No. 366	\$1,045
House at Guard Lock	\$64
Bridge on Section No. 364	\$246
Bridge on Section No. 367	\$768
Bridge at Guard Lock	\$252
Stop Gate on Section No. 365	\$248
Dam No. 8 & Guard Lock <sup>241</sup>	\$443

Since there had been considerable deterioration on “both the unfinished and the completed sections” during the time (1842–1850) when work was periodically suspended,<sup>242</sup> some of the amounts listed above may have been for simple restoration and repairs.

Sections 358–367 and their associated structures must have been put into working order rather quickly. On Friday June 14, 1850, the *Cumberland Civilian* joyfully announced that “on Tuesday evening [the 11<sup>th</sup>] the ceremony of letting the water of the Potomac, for the first time from the head of navigation into the Chesapeake and Ohio Canal was performed by Charles B. Fisk.” According to the *Civilian* “the first level of 8½ miles” [to Lock 75] was “now covered with water.”<sup>243</sup>

On June 23, 1850, the President of the canal company told the stockholders that the water would “be admitted into the first ten miles of the Canal, from Cumberland to Lock 72 just below the Narrows, early next week.”<sup>244</sup> The following week the *Cumberland Civilian* announced that the water had been “let into the Canal as far as Oldtown, a distance of 15 miles from Cumberland.”<sup>245</sup>

The water let onto the level of the canal between Cumberland and Lock 75 on June 11, was allowed to remain until the formal opening of the canal. Therefore between June 11 and the formal opening on October 10, the citizens of Cumberland had a chance to leisurely enjoy their new canal. On July 26, in an article headed “Parties on the Canal” the *Cumberland Civilian* said: “Last week a party of gentlemen of this place chartered the canal boats of Messrs. Guinner and Mong, and proceedings some six (6) miles down the canal passed the day very pleasantly in fishing, shooting, loafing, etc. . . .” According to the *Civilian*, other groups were also taking advantage of the watered level near Cumberland.<sup>246</sup>

As the work on the canal grew nearer to completion, Cumberland’s only newspaper in 1850, issued enthusiastic reports each week. When the contract with Hunter, Harris and Company was

<sup>241</sup> Fisk to Byers, Dugan and Patterson, April 5, 1850, Ltrs. Recd., Chief Engineer. See also Statement of Balances, April 1, 1850, Ltrs. Recd., Chief Engineer.

<sup>242</sup> Sanderlin, *The Great National Project*, p. 141.

<sup>243</sup> *Cumberland Civilian*, June 14, 1850. The *Civilian* had reported a week earlier that the water was about to be let “in on the levels near Locks 69, 70 [and] 71 in the neighborhood of Oldtown.” See the *Cumberland Civilian*, June 7, 1850.

<sup>244</sup> *Twenty-Second Annual Report* (1850) C & O Canal Co., p. 3.

<sup>245</sup> *Cumberland Civilian*, June 28, 1850.

<sup>246</sup> *Ibid.*, July 26, 1850.

abandoned in July, the *Civilian* was not distressed. When the new contract was given to Michael Byrne, the newspaper published the following encouraging report:

The parties who had charge of the completion of the Canal, since the failure of the original Contractors, having abandoned the work, we understand the Board of Directors have made a contract with Mr. Michael Byrne, of Frederick County, Maryland, to complete the entire work by the 1<sup>st</sup> of September for the sum of \$23,000 . . . As so little is to be done, and that is entrusted to such good hands, there can surely be no mistake this time.<sup>247</sup>

On Friday, August 30, the *Civilian* reported that “on Tuesday last [the 26<sup>th</sup>] the water was let into the canal as far as the tunnel.” In “a very few days” it would “be continued on to Dam No. 6” and the canal would then “be continuous to Alexandria.” The “energetic President of the company, General James Coale,” had “been in this region recently, giving the matter his zealous personal attention.”<sup>248</sup>

On September 13, the *Civilian* said that the completion of the canal was “near at hand” and that every citizen of Allegany County should celebrate with “profound joy” upon the completion of the project. A week later, the newspaper announced that “the celebration of the opening of the Canal” would “probably take place early in October.” It felt that “the 9<sup>th</sup> of October” would “probably be the day.”<sup>249</sup>

The canal company and the town of Cumberland had apparently been planning for the formal opening ceremonies for some time. Invited guests and other visitors began arriving in the town the day before the event. One of the directors, Colonel John Pickell from Baltimore, brought along a band of musicians called the Independent Blues. Soon after their arrival on Wednesday, the musicians furnished entertainment to a large audience.<sup>250</sup>

On Thursday morning, October 10, large crowds had gathered in front of the United States hotel and Barnum’s Hotel by 8:30. The Eckhart Artillery Company entertained the crowds until nine o’clock. At that time a large procession led by the Eckhart Artillery Company marched through the streets to the outlet locks of the canal. Waiting at the outlet locks were five canal boats loaded with coal from the Eckhart mines. The official ceremonies were opened by passing the five boats “through the locks, amid the salvos of artillery from the Eckhart Company, accompanied by the brilliant performance of the bands.”<sup>251</sup>

At the request of the mayor and council of Cumberland, William Price delivered the following long but thoughtful address:

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<sup>247</sup> *Ibid.*, August 2, 1850. On March 29 the *Civilian* had praised “Messrs. Hunter and Harris” for their “constant” efforts since 1847.

<sup>248</sup> *Ibid.*, August 30, 1850.

<sup>249</sup> *Ibid.*, September 13, 1850.

<sup>250</sup> *Cumberland Civilian*, October 11, 1850. See also the *Report to the Stockholders on the Completion of the Canal to Cumberland* (Frederick, Maryland: D. Schely and T. Haller, Printers, 1851) pp. 129–138; Thomas, *History of Allegany County*, pp. 2150217; and Sanderlin, *The Great National Project*, pp. 159–160.

<sup>251</sup> *Ibid.*



Many of us were young when this great work was commenced, and we have lived to see its completion only because Providence has prolonged our lives until our heads are grey. During this interval of four and twenty years we have looked with eager anxiety to the progress of the work up the valley of the Potomac. The progress has been slow—often interrupted and full of vicissitudes. At times the spectacle of thousands of busy workmen has animated the line of work, when to all human calculation no cause was likely to intervene to prevent its early completion. But when we have turned to look at the scene again, it was all changed; contractors and laborers had departed, and the stillness of desolation reigned in their place. Thousands have been ruined by their connection with the work, but few in this region have had any cause to bless it.

It was natural, perhaps, that things should be precisely as they have been, both with the enterprise itself, and with the individuals whose fortunes have been connected with it. The uncommon magnitude, and the uncommon finish of the work, may be regarded as cause sufficient for all the alternations and disappointments attending to its history. The reasoning's of men, from their experience upon works of different dimensions and character, might have been expected to lead to disappointment when applied to a work like this.

Go view those magnificent aqueducts, locks and culverts, of hewn stone—those huge embankments, on which you may journey for days down the river; go view the great tunnel passing three-fifths of a mile through rock, and arched with brick, its eastern portal opening upon a thorough—cut almost equal in magnitude to the tunnel itself. Look at the vessels lying in that basin, ready to commence the work of transportation, and large enough to navigate the Atlantic,—look at all these things, and then think how soon the fortunes of individuals embarked in the prosecution of such an enterprise would be swallowed up, leaving upon it but little more impression than the bubbles which now float upon the waters. It will not be deemed out of place, if I here express the hope, that, those whose losses have been gains of the company, should not in the hour of its prosperity be forgotten.

It has been greatly decried and greatly misunderstood, but it is a magnificent work, whatever may be said to the contrary. Of its probable revenues, now that it is completed, I see no reason to distrust the opinions heretofore entertained by its friends. And why should it not be profitable as, from the first, it was expected to be? The same great coal deposits which originally induced its projection, and which animated the hopes of its friends, during all the trials and vicissitudes of its history still lie in these mountains, waiting an avenue to market. Its quality has in no wise deteriorated, and is known to be such as to give it a preference over every other description of coal on this side of the Atlantic. The capacity of the canal is practically unlimited. All the coal companies have their rail roads and other means of shipment upon the canal, completed. With such a staple and such an avenue to market, what is to limit the emoluments of the work? Coal, however, is but one item of its trade. And when we look to the agricultural products of Western Maryland, and of the contiguous portions of Virginia and Pennsylvania, and after all this, add to the account, the ascending trade, consisting of merchandize for the supply of the territory already indicated, and a share of that destined for the west, it is no exaggeration to say, that, the work will in due time pay off its own debt and leave the state in possession of a permanent fund, adequate to all her financial wants.

The people of the State must not be disappointed if these results should be a little longer in coming than they are willing to anticipate. A full trade cannot grow up in a day. To carry a million tons of coal, and there are single companies here competent to ship that quantity, will require 400 boats, 1500 men and boys and 1800 horses. It is evident therefore that some time and a great deal of capital will be required to put the canal in full operation.

The opening of yonder gates to let through the first boat carrying freight from Cumberland to tide water signalizes a happy epoch in the financial condition of the state. It is the turning point in the history of the canal, and marks the precious moment of time, when this great work ceases forever to be a burden upon the tax-payers of Maryland, and begins to reimburse those

who have so long and so patiently borne the charge of its construction. Such an event is cause of congratulation to the people of the whole state.<sup>252</sup>

At the conclusion of Price's speech, canal company president, James M. Coale, spoke in reply to the Price address. Coale reviewed the history of the canal and spoke on its future role and development.<sup>253</sup>

At the conclusion of the several speeches the invited guests and officials of Cumberland boarded the packet boat "Jenny Lind" and the canal boat "C. B. Fisk" for a ten-mile trip down the canal. These two boats were followed by a procession of citizens who loaded into other canal boats. Bringing up the rear of the procession were the five boats loaded with coal. Four of the five boats loaded with coal were the Southampton, the Elizabeth, the Ohio and the Delaware, all belonging to Dr. Robert McKaig. The fifth boat was the Freeman Rawdon which belonged to Ward's Cumberland Line.<sup>254</sup>

Ten miles down the canal the procession of boats stopped at a spring [probably Blue Spring just below Lock 72] where the canal company provided an abundant lunch. The five canal boats were then allowed to continue towards their destinations. The invited guests, town officials and citizens of Cumberland, then returned to town, where a large banquet was given that evening at Barnum's Hotel.<sup>255</sup>

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<sup>252</sup> *Ibid.*

<sup>253</sup> *Ibid.*

<sup>254</sup> *Ibid.*

<sup>255</sup> *Ibid.*

## CHAPTER X

### Cumberland and the Canal in Operation, 1850–1889

According to Sanderlin's history of the canal "the completion of the railroad and the canal to Cumberland, in 1842 and 1850 respectively, brought to the town a dependable means of transportation to the Eastern markets and a large transfer business in coal from the mines at Frostburg and farther west." As the terminus of the canal, Cumberland also was in a position after 1850 to secure a sizeable "amount of trade from the boatmen between runs and during the winter" months when the canal was closed. Thus for many years after 1850 "the prosperity of the town, its land values and trade" were tied to the ups and downs of the coal business.<sup>256</sup>

Horace Greeley, who had visited Cumberland in 1849, told his *New York Tribune* readers that Cumberland was "destined to become one of the largest inland towns of America, a rival of Pittsburg and Lowell [Massachusetts]."<sup>257</sup> Although Greeley's prediction did not come true, he was probably echoing the feelings of a large number of Cumberland's citizens in 1849. A large number of Cumberland's citizens were convinced that the railroad and the soon to be opened canal would bring greatness to their town.

The arrival of the railroad in 1842 and of the canal in 1850 caused a boom in the growth of Cumberland. The boom came to an end around 1852 because of the problems that soon beset the canal and because of the extension of the Baltimore and Ohio's tracks soon after the arrival of the canal.

Officials of the Baltimore and Ohio had begun negotiations with canal officials for the extension of the railroad's tracks as early as 1848. On November 28, 1848, T. Spear Nicholas, Chairman of a subcommittee of the railroad company, wrote a letter to the board of directors of the canal company asking what action had the Board taken on the railroad's request to cross "the canal at Cumberland on its passage Westward." The railroad's original request had been referred to Chief Engineer Fisk, who had made a report on the subject on December 2. After a review of Fisk's report the Board passed the following resolution:

Resolved—That from the report of the Chief Engineer of this Company, the Board are of the opinion that no difficulties exist to the location and construction of the Baltimore and Ohio Railroad, in its extension Westward by the upper line through the town of Cumberland, as designated and described in the report of T. Knight and John Chilnor to the Hon. Louis McLane, late President of the Baltimore and Ohio RR Co., from its point of deflection on the Mount Savage Railroad, across Wills Creek and to and up the North Branch of the Potomac River. . .<sup>258</sup>

Although the board of directors of the canal company felt that there would be no difficulty in working out the arrangements for the railroad to proceed beyond Cumberland, the exact route had not been decided on by February 1849.<sup>259</sup> On February 8, 1849, the railroad company presi-

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<sup>256</sup> Sanderlin, *The Great National Project*, p. 167. According to Sanderlin, the "intimate connection between Cumberland's commercial prosperity and land values and the Chesapeake and Ohio Canal was demonstrated as early as 1836, when the announcement of the suspension of work on the Canal caused a brief panic in the city."

<sup>257</sup> *Cumberland Alleganian*, June 2, 1849, quoted in Stegmaier, *Allegany County: A History*, p. 143.

<sup>258</sup> Proceedings of the President and Board of Directors, H, pp. 224–225.

<sup>259</sup> *Ibid.*, H, pp 232–233 & 237.

dent, Thomas Swann, wrote to the president and board of directors of the canal company “suggesting an outline of an arrangement . . . to enable the said Railroad Company to proceed with their road by the Upper route through the town of Cumberland.” After reading these suggestions, the board of directors of the canal company passed the following resolutions giving the railroad company permission to proceed along any route approved by Chief Engineer Fisk:

Whereas the Baltimore and Ohio Railroad Company are desirous of extending their road from a point on the Mount Savage Railroad, about two thousand feet above their present Depot at Cumberland, across Wills Creek and thence through Academy Hill to and up the Valley of the North Branch of the Potomac to the Savage River—And Whereas the said Company not being authorized to occupy for the route or site of their said road any place along the Potomac River or Wills Creek ‘in said a manner as either to exclude this Company from the priority in the choice of a site or sites for the continuation of the works authorized by its Charter, or in any manner to restrict or circumscribe it in the exercise of its prior right of election;’ have made application to this Company to designate the sites for its future improvements and works so far as may now be necessary for the purpose of enabling the said Railroad Company to locate their road and construct their works with reference thereto, and so as not to interfere with the same; And whereas, this Company though not intending immediately to proceed with the construction of its works beyond Cumberland, are yet disposed to gratify the wishes of the Railroad Company in this behalf, therefore, Resolved—That the Chief Engineer of this Company be directed without delay, to locate and designate the sites for the future expansion of the works of this Company up Wills Creek so far as may now be necessary in the premises; and up the North Branch of the Potomac River as far as the Mouth of Savage River—Resolved—That this Company does not object to the Baltimore and Ohio Railroad Company proceeding at once if they see fit, to the location and construction of their road at such places and upon such plans as in the opinion of the Chief Engineer of this Company cannot interfere with the future improvements of this Company, or with the construction of Railways to connect the Coal fields therewith, and with the Canal Basin at Cumberland.<sup>260</sup>

When the *Cumberland Civilian* of October 11, 1850, reported the exciting detail of the formal opening ceremonies for the canal, it also reported that the railroad company had settled its final controversy relative to the route its road would take to the Ohio. The railroad company had apparently settled the final controversy by “the adoption of the Grave Creek route.” According to the *Civilian* the railroad company was “now preparing to push the work forward.”<sup>261</sup> Also appearing in the *Cumberland Civilian* of October 11, 1850 was the following article from the *Baltimore Patriot* which described the railroad’s elaborate “Cumberland Viaduct” over Wills Creek and the route the railroad would take to Wheeling:

The first work of importance upon the line is the Cumberland Viaduct. The grade at this point is considerably above the grade of the street across which the track is to pass. This fact, coupled with a desire to uniformly [sic] manifested by the Engineer Direction of the Company, to embellish as well as subserve the more substantial interests of the contiguous country wherever the pecuniary interests of the Company are not to be compromised—has substituted for a plain bridge, of unimposing dimensions, over Wills Creek (a tributary of the Potomac from the North) this superb viaduct.

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<sup>260</sup> *Ibid.*, H, pp. 243–244. In 1851 the canal company required the Baltimore and Ohio to sign an agreement promising “to permit its tracks to be crossed by other railroads seeking to reach the canal basin, when so requested by the canal directors.” See Sanderlin, *The Great National Project*, p. 245.

<sup>261</sup> *Cumberland Civilian*, October 11, 1850.

The viaduct starts from about where the tracks meet the building lines, and spanning the intermediate streets, Church and Mechanic, abuts to the west end upon the base of Academy Hill. The entire length of the structure is 959 feet—first 315 upon a gentle curve, and the remaining 644 a tangent. This length is disturbed between 14 arches, 13 piers and 2 abutments. . . .

The stone material used in the structure, is a light-colored, close-grained sandstone, obtained from boulders along the mountainside, eight miles above Cumberland on the Nat'l. Road. The brick is principally from kilns in the vicinity, the ring courses coming from the Cumberland brick-yards. . . . The engineer officer particularly in charge is Mr. Walter Smith, resident engineer.

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Crossing Wills Creek by this Viaduct, the road is intersected by the track of the Maryland Mining Company, on its way to the Canal Basin. This passed, Academy Hill, proper is penetrated by a through cut, in places of 45 feet cutting. Thence taking a southwesterly course, the road strikes the North Branch, within 1 mile from Cumberland, and passing through broken ground on the spurs of Wills Mountain, by heavy side-cuttings in rock, comes upon a fine tract, called from its length, the Four Mile Bottom, beyond the little village of Cresaptown.

Passing through the Four Mile Bottom the road next strikes heavy ground at the foot of Fort Hill (a single mountain formation independent of the 2 parallel ridges, Wills Mountain and Dan's Mountain) and after hugging the hill side for some distance, shoots out at a rather abrupt curve through rock-cutting into another fine bottom tract, the Black Oak Bottom. . . . Passing this bottom, the road is cut alongside of a bluff known by the local names of Cedar Point and Chimney Hole Rock. . . . From Chimney Hole Rock, the road crosses to an island in the Potomac, and continuing up this island about an eighth of a mile, again takes the Maryland shore, diverting the river into the right hand channel by a heavy embankment. Thence through some two miles of bottom and a few hundred feet of heavy cutting, the road again strikes the river about twenty-one miles from Cumberland; and here passes into Virginia. . . .<sup>262</sup>

Two weeks later the *Cumberland Civilian* reported on the various new structures that were under construction in Cumberland. The railroad's viaduct was said to be "rapidly approaching its completion."<sup>263</sup>

Many of Cumberland's residents realized that the removal of the Baltimore and Ohio terminus from the town would result in a decrease in prosperity. Others, however, felt that Cumberland would suffer very little because of the removal. The editor of the *Cumberland Civilian* felt that the extension of the railroad would actually bring new trade to Cumberland. On November 8, 1850, he wrote: "The trade of Northwestern Virginia will . . . be opened to us by the extension of the Railroad, and, whatever some may think, will go very far towards compensating us for the removal of the terminus of the Road from our county."<sup>264</sup>

By late 1851 Baltimore and Ohio passenger cars were "running to Oakland, 53 miles west of Cumberland." Its track had been completed "to the 66<sup>th</sup> section, or about 13 miles" past Oakland.<sup>265</sup> On January 10, 1853, the railroad finally reached Wheeling.<sup>266</sup>

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<sup>262</sup> *Ibid.*

<sup>263</sup> *Ibid.*, October 25, 1850.

<sup>264</sup> *Ibid.*, November 8, 1850.

<sup>265</sup> *Cumberland Miners' Journal*, November 14, 1851.

<sup>266</sup> Lowdermilk, *History of Cumberland*, p. 376.

Although the removal of the Baltimore and Ohio's terminus from Cumberland did much to end the boom period of 1842–1852, the removal was not the sole cause of the commercial decline. The citizens of Cumberland had always hoped that the canal would be the mainstay of Cumberland's commercial prosperity. Because of this hope the citizens of Cumberland had vigorously supported the proposed canal throughout all of its problems in the 1830's and 1840's. Upon the completion of the canal in 1850, the town was full of high hopes for the canal. These high hopes were in part responsible for the continuation of the boom period that had been begun in 1842.

Two weeks after the opening of the canal, the *Cumberland Civilian* announced that "the fine showers" that had fallen "during the latter part of last week" had "raised the Potomac so as to afford abundant water for Canal navigation." As a result, there was "considerable life and activity . . . around the canal basin and wharves." Boats were "beginning to arrive and depart in such numbers as to show that a regular business" had been "commenced."<sup>267</sup>

Soon after the formal opening of the canal there was a drastic reduction in the price of coal throughout Western Maryland. According to the *Hagerstown Herald of Freedom*, after the opening of the canal at Cumberland, many persons purchased coal stoves with the intention of using "Cumberland Coal . . . instead of wood."<sup>268</sup> According to the *Hagerstown News*, the price of coal at Williamsport dropped from 16 to 10 cents per bushel soon after the canal was opened at Cumberland.<sup>269</sup>

At about the time the canal was opened at Cumberland, there was also considerable excitement over the new construction taking place in the town. In addition to the just completed canal, the Baltimore and Ohio's Viaduct was "rapidly approaching its completion." The "new Roman Catholic Church" was "also rearing its huge proportions, and the new Episcopal Church, with its Gothic windows, stone buttresses and tower," was well under construction.<sup>270</sup>

Soon after the opening of the canal at Cumberland, there was also considerable excitement over the soon to be released census of Allegany County. On November 8, 1850, the editor of the *Cumberland Civilian* stated that the census, when released, would show the population of Allegany County to be well over 25,000. This would represent "an increase of over 10,000 in 10 years, and . . . place the county, . . . fourth if not third in the list of Counties of Western Maryland." Now that the canal had been completed, the people of Allegany County could "look for an increase of population and wealth that" would "far surpass that of the past 10 years." According to the newspaper, "the rich agricultural Counties" of "Bedford, Somerset, Westmoreland, Fayette and Greene, in Pennsylvania," would soon become "tributary" to Cumberland by means of a plank route to West Newton. This road was scheduled for completion on July 1, 1851. In addition, the editor felt that the Baltimore and Ohio's extension into Northwestern Virginia would bring new trade that would "go far towards compensating" for the removal of the railroad's terminus from Cumberland. The most important source insuring the County's continued growth, however, was the "inexhaustible" wealth of coal which was just beginning to be developed.<sup>271</sup>

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<sup>267</sup> *Cumberland Civilian*, October 25, 1850.

<sup>268</sup> *Hagerstown Herald of Freedom* quoted in the *Cumberland Civilian*, October 25, 1850.

<sup>269</sup> *Hagerstown News* quoted in the *Cumberland Civilian*, October 25, 1850.

<sup>270</sup> *Cumberland Civilian*, October 25, 1850.

<sup>271</sup> *Ibid.*, November 8, 1850.

Because of the earlier predictions concerning the increase in Allegany County's population, the citizens of the county were somewhat surprised when the census was finally released in late December 1850. The population of the county in 1850 was 22,799, which was somewhat short of the prediction of 25,000. The increase, however, was still significant. The county's population had been only 15,740 in 1840.<sup>272</sup>

On the other hand, the population of the town of Cumberland almost tripled between 1840 and 1850. In 1840 the town's population had been 2,384.<sup>273</sup> The census of 1850 showed the population of the town to be 6,105.<sup>274</sup> The *Cumberland Civilian* commented that the "increase" in the town's population had "been rapid, but not so much as was expected." The newspaper felt that the estimated figures had always been "put too high," although "the continuation of the Railroad west" had no doubt "taken off a large number" of Cumberland's residents. The newspaper was sure that the people taken off by the extension of the railroad westward would return when the line was completed to Wheeling.<sup>275</sup>

In the meantime, hopes for the canal were still high. By early 1851 two railroad lines ran from the mining region into Cumberland. According to Lowdermilk's *History of Cumberland*, the line of the Maryland Mining Company had been extended from the Narrows (just above Cumberland) to the canal basin sometime after November 1848.<sup>276</sup> For years this was to be the only line running directly to the canal basin. By January 1851, according to Lowdermilk, the Mount Savage Iron Company "in conjunction with Messrs. Lynn had constructed the Potomac Wharf, for loading boats with coal, and extended its railroad from the main line at the Narrows [just above Cumberland] to the river, passing down the west side of the Creek, and through the deep cut of the Baltimore and Ohio Railroad to the river."<sup>277</sup> Boats could be loaded at the river wharf and passed down through the guard lock into the canal.

On February 27, 1851, the president and board of directors of the canal company made a report to the stockholders on the completion of the canal to Cumberland. The report held high hopes for the canal due to the anticipated high volume of coal to be carried in the future. According to the report, the "railroads connecting the mines with the Basin of the Canal at Cumberland" had "already been constructed at a considerable cost." These railroads were capable of "bringing down about a million" tons per year. The "capacity of these connections" could "be increased to any desirable extent." The only "present subject of regret" was the "want of a due supply of Cars for the connecting railroads, and of Boats for the canal." These deficiencies would no doubt soon be remedied. A "number of Boats" had been constructed during the winter, and "all the Boat Yards" were "busily engaged in increasing the supply." Despite the shortage of cars and boats, the canal was already setting a good record. More coal had "started down the Chesapeake and Ohio Canal on the first day of the opening," than had been transported on the Lehigh during the first year of

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<sup>272</sup> *Ibid.*, January 3, 1851. See also Lowdermilk, *History of Cumberland*, p. 371. Included in the county's population of 1850 were 754 slaves.

<sup>273</sup> Lowdermilk, *History of Cumberland*, p. 349.

<sup>274</sup> Included in Cumberland's population of 1850 were 252 slaves. *Cumberland Civilian*, January 3, 1851. See also Lowdermilk, *History of Cumberland*, p. 371.

<sup>275</sup> *Cumberland Civilian*, January 3, 1851.

<sup>276</sup> Lowdermilk, *History of Cumberland*, p. 361.

<sup>277</sup> *Ibid.*, p. 371. John Galloway Lynn I. was the original owner of the Lynn Wharf. See Thomas, *History of Allegany County*, p. 784.

operation in 1820.<sup>278</sup> On the day of the formal opening (October 10, 1850) 481 tons had been sent down the canal. Between October 10 and December 31, 7171 tons were sent down the canal. This latter figure was more than was shipped “on the Schuylkill navigation in 1825, the first year of its operation.” Since “the opening of navigation to Cumberland” the Board had “appointed a Collector of tolls” at Cumberland, and “Lock-keepers on the new portion of the Canal above Dam No. 6.” The Board had also “reorganized the Superintendencies—laid off the entire line into six divisions, and appointed an efficient and suitable person to take charge of each division.” The “new organization” had been put into effect on January 1, 1851. The Board had also “adopted a new system of Rules and Regulations in relation to the navigation of the Canal and to guard against frauds upon the revenue.” At Cumberland, Reuben Worthington had been appointed the first Collector of Tolls and A. J. Wilkins had been appointed keeper of Guard Lock 8.<sup>279</sup>

The canal reopened in March 1851 after being closed for the winter. The *Cumberland Civilian* reported on May 23, that since the formal opening at Cumberland (October 10, 1850), 24,779.15 tons of coal had been shipped on the canal.<sup>280</sup> Also in May 1851, considerable excitement was created in Cumberland by the news that the steamer tow-boat Virginia had passed down the canal from Cumberland to Alexandria. From Alexandria the steamer had gone via the Chesapeake and Delaware Canal, and the Delaware and Ruritan Canal to New York City still loaded with coal from the Frostburg mines. For many months afterwards there was lively discussion of the possibilities of steam boats on the canal.<sup>281</sup>

In July 1851, the president and directors of the canal company, along with other “distinguished gentlemen” paid a visit to the Cumberland area. The chief object of their visit was to explore the possibility of installing pumping stations at various points between Dams 6 and 8 in order to provide for a more adequate supply of water during the dry season. After being notified of the proposed visit, Mayor Daniel Saylor and the Common Council of Cumberland made arrangements to make the visitors “the guests of the Common Council during their stay in Cumberland.” A committee “consisting of S. A. Vrooman, on the part of the Council, and William Price and F. B. Tower, on the part of the citizens,” was appointed to meet the guest “at a point on the Canal below Cumberland, escort them to the city, and give them a public reception.” The following description of the visit appeared in the *Cumberland Civilian* of July 4:

In order to carry out the views of the Committee, our public-spirited citizen, W. R. L. Ward, Esq., promptly tendered . . . the use of one of his handsome Canal Boats . . . and, before the hour of starting gave notice of the occasion by running up flags from various points at his extensive Boat Yard, and firing repeated discharges of cannon.

At about 3 o'clock in the evening, the Committee, attended by the Mechanics' Brass Band, and accompanied by a large number of citizens under the direction of James M. Schley,

<sup>278</sup> The report admitted that when the Lehigh went into operation the “use of coal” was comparatively new in the United States.

<sup>279</sup> *Report to the Stockholders on the Completion of the Chesapeake and Ohio Canal to Cumberland* (Frederick, Maryland: D. Schley and T. Haller, Printers, 1851), pp. 6–7, 140. A. J. Wilkins was appointed keeper of Guard Lock 8 on November 26, 1850. A short time later Wilkins came down with consumption through “exposure in the performance of his duties.” The Board therefore appointed George Smith as Assistant Lockkeeper of Guard Lock 8. Smith was removed, however, on August 13, 1851 because of inefficiency and replaced by Joseph M. Strong. Proceedings of the President and Board of Directors, H, pp. 391, 466 & 470.

<sup>280</sup> *Cumberland Civilian*, March 21 and May 23, 1851.

<sup>281</sup> *Ibid.*, June 13 & 27, 1851.



Esq., Marshall of the day proceeded down the Canal a distance of some 3 miles and there awaited the approach of the distinguished party.

In a short time the little ‘Flying Cloud’ was seen to approach, and the Band struck up an enlivening air. As soon as she came along side of the escort, the distinguished visitors were invited on board to partake of refreshments . . . The two boats then proceeded to Cumberland in regular order, and arrived at Mr. Ward’s wharf amid the firing of cannon . . . At the moment of reaching the wharf, as if the give the Directors of the Canal an earnest of what was going on in this region, a splendid Canal Boat, at a signal from Mr. Ward, glided from the stocks and was introduced in fine style to its native element.

As soon as the visitors were disembarked, the company assembled in the spacious ware house near the wharf, and here the ceremony of reception took place.

The first speaker was F. B. Tower, who welcomed the Board on behalf of the Common Council and the citizens of Cumberland. After making some very commentary remarks regarding Chief Engineer C. B. Fisk (who had Accompanied the Board), Tower expressed regret that the Governor of the state had been unable to make the whole trip.<sup>282</sup> At the conclusion of Tower’s address, canal president, Samuel Sprigg,<sup>283</sup> delivered an address of thanks to the town. He, like Tower, had hoped that the Governor could have been present. He also hoped that Baltimore and Ohio Railroad President, Thomas Swann, could have accompanied the Board.<sup>284</sup> He particularly would have liked for Swann to have been present so that he could have shown him that there was “no Principle of antagonism between the two great works.” At the end of the reception, the Board and other distinguished guests proceeded to the mines of the Maryland Mining Company “by way of the depot and the Maryland Mining Company’s tracks.” Later they also visited the mines of the Frostburg Coal Company, and the Borden Coal Company. They then returned to Cumberland where they spent some time at the Barnum Hotel before returning to their homes.<sup>285</sup>

In mid-1851 the residents of Cumberland still had high hopes for the canal due to the anticipated high volume of coal the canal was expected to carry. The expectations concerning coal were so great that the owners of the *Cumberland Civilian* changed the name of this weekly newspaper to the *Cumberland Miners’ Journal*. The newspaper now carried the motto: “This is essentially the age of Commerce and of Steam—the foundations of which are our Coal Mines.”<sup>286</sup>

By mid-1852, however, the high hopes for the early success of the canal had been shattered. The flood which shattered the high hopes of Cumberland’s residents in 1852 had also shattered the canal. On April 23, 1852, the *Cumberland Miners’ Journal* carried the following bold headings: “Heavy Rains; Rise in the Waters—Injury to the Canal, Railroad, etc.—Telegraph Down—Travel Suspended—No Mails.” Beneath the headlines, the newspaper gave the following account of the worst flood in the Potomac Valley since 1816:

On Saturday afternoon, last there was every appearance of a thunderstorm . . . The storm however, passed with a moderate shower of rain. Yet it seemed to have the effect of opening the windows of the heavens for during the evening a steady rain set in that continued during that night,

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<sup>282</sup> The Governor apparently had traveled some distance with the Board, but had to return home because of sickness.

<sup>283</sup> Sprigg was a former Governor of Maryland.

<sup>284</sup> Swann was also detained by illness.

<sup>285</sup> *Cumberland Civilian*, July 4, 1851.

<sup>286</sup> *Cumberland Miners’ Journal*, August 29, 1851.

all of Sunday, throughout Sunday night, the greater portion of Monday, Monday night, and with slight intermission during Tuesday and part of Tuesday night. It was not until Sunday morning that any apprehension of damage from the rise of the water was entertained by the citizens. . . . Towards evening, however, it became evident that Wills Creek was about to make a breach over the wall between the large warehouses of Messrs. Henry and Norman Bruce and those belonging to the Cumberland Bank of Allegany, immediately below the Town Bridge. At one time it would have been very easy—in fact it would not have cost more than a few dollars—to have prevented the breach. The Superintendent of this division of the Canal was informed of the fact and urged to take the proper steps. He was, however, sick and nothing was done. The Collector of Tolls was called on for the same purpose, but we understand, did not consider himself authorized to proceed in the matter. . . . During the night they [the waters] broke over the very defective wall on the Creek, and sweeping around the corner of the 3-story Bank warehouses, undermined the upper one, causing it to fall with a crash. Both of these warehouses were new and occupied. . . .

The water from the Creek having thus found an outlet, passed in to the Canal basin at the Locks, flooding Ward's Boat Yard and Wharves, but carrying off none of the timber or boats that lay in its way. . . .

In the meantime the Potomac rose to a height it has not reached since the memorable flood of 1816. . . .

According to the newspaper account, the “unfortunate” canal had been “almost torn to pieces.” Damage was particularly great on the line between the Point of Rocks and Harpers Ferry. Dam 6 was also said to have “sustained great damage.” The destruction upon the canal was bound to have a harmful effect upon the coal trade. The newspaper concluded: “. . . it is a very great misfortune that, just when the season for the coal trade is opening, with prospects such as the region never before presented, an event should happen which may postpone indefinitely the hopes of our people!”<sup>287</sup>

The following week, the *Cumberland Miners' Journal* reported that Chief Engineer C. B. Fisk had estimated the damage to the canal to be \$80,000. According to the newspaper, Fisk estimated that it would require from 2 to 3 months to repair the canal. The newspaper expressed the hope that the state legislature would again come to the aid of the canal. It also called upon the Board to act promptly to dispel the general public feeling that the Board was ineffective.<sup>288</sup>

According to Sanderlin's history of the canal, the cost of repairing the canal after the flood of 1852 “amounted to \$100,000.” The flood not only caused a large debt, it also caused a loss of revenues during the three-month period in which navigation was suspended because of the damages. More importantly, however, the flood of 1852 caused many people to lose “confidence in the stability and reliability” of the canal “as a means of transportation.”<sup>289</sup>

On July 16, 1852, the *Cumberland Miners' Journal* announced that the water had been let into the entire length of the canal and boats were expected to begin leaving Cumberland by the following week. The newspaper praised Chief Engineer Fisk for his efforts in repairing the canal in as short a time as possible.<sup>290</sup>

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<sup>287</sup> *Cumberland Miners' Journal*, April 23, 1852.

<sup>288</sup> *Ibid.*, April 30, 1852.

<sup>289</sup> *Twenty-Seventh Annual Report* (1855), C & O Co., p. 12, quoted in Sanderlin, *The Great National Project*, p. 208.

<sup>290</sup> *Cumberland Miners' Journal*, July 16, 1852.

Although the canal was repaired, the hopes of the people of Cumberland remained low. The canal had a rather troublesome history throughout the remainder of the 1850's. Soon after the flood of 1852, the direction of the canal company was upset by political interference. Beginning in June 1852 and continuing throughout the 1850's and into the early 1860's the canal company was used as a part of the state's political spoils system. There were frequent reorganizations and changes in personnel. In addition, after 1852, there were repeated dry spells and several more floods. According to Sanderlin's history of the canal, after 1852, "no year passed [in the 1850's] without some [natural] interference with navigation."<sup>291</sup>

Criticism of the canal's performance had become widespread by 1853. In Cumberland, the *Cumberland Miners' Journal* published its first major critique of the canal on July 8, 1853. The editor said that he had "confidently expected the Canal to perform a more important part in the coal trade." He had "felt sure it would [be] the leading and most reliable avenue to market the mineral wealth of this region." Thus far, however, he had "been sadly disappointed." Instead of "a uniform and steadily increasing business, the Canal Coal trade" had "been constantly intermittent and uncertain." Instead "of keeping even pace" with the trade carried by the railroad, "if not surpassing it," the canal had "not only lagged behind," but was "rapidly being lost in the distance." As of June 25, 1853 the railroad had carried 129,807 tons of coal for the year, while the canal had carried only 75,362 tons. The reason for the canal's poor record was due to the many "interruptions" to navigation during the year. From "the commencement of the season [canal season] to the 7<sup>th</sup> of July, the navigation on the canal" had "been interrupted for forty-two days!" A company as "impoverished" as the canal company could not "afford to sustain a loss of so large an amount of trade." The editor believed that much of the blame for the poor record of the canal had to be placed on the State Board of Public Works. This agency, in the opinion of the editor, appointed "directors" who were "incompetent to exercise an active and vigilant control over the affairs of the Canal."<sup>292</sup>

On July 15, 1853 the *Cumberland Miners' Journal* announced that after "a suspension of 10 days caused by leaks at Dam No. 4 and 5," navigation had been resumed on the canal. The newspaper said: "This is all well enough; but are the repairs at the Dams . . . such as will stand the test of future freshets . . . ?" The editor was of the opinion that the repairs were "only of a temporary character," and were "liable to be destroyed by the first freshet." The editor urged the president and board of directors not to be satisfied with such "miserable tinkering."<sup>293</sup>

By July 22, 1853 the canal had again been closed because of leaks at Dams 4 and 5. When the *Cumberland Miners' Journal* announced this suspension of activities, it asked: "What is to be done to save the canal from becoming entirely worthless and good for nothing?" A public meeting was to be held in Cumberland the following week to discuss that very question. The meeting was held, and adopted a series of resolutions concerning the management of the canal and exploring its condition. The resolutions were ordered to be printed in the various newspapers within the state.<sup>294</sup>

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<sup>291</sup> Sanderlin, *The Great National Project*, pp. 208–210.

<sup>292</sup> *Cumberland Miners' Journal*, July 8, 1853.

<sup>293</sup> *Ibid.*, July 15, 1853.

<sup>294</sup> *Ibid.*, July 22, 1853. Contracts were eventually let in 1856 and 1857 for the construction of new dams at Dams 4 and 5. See Sanderlin, *The Great National Project*, p. 210. Dam 4 was completed in the spring of 1861. Work on

During the remainder of the 1850's the management of the canal was openly criticized in the Cumberland press. Since the management of the canal had become part of the spoils system, much of the criticism was probably dependent on the political leanings of the various newspaper editors. Thus it is difficult to judge the correctness of press criticism of the canal.

On May 24, 1855 Aza Beall, editor of the *Cumberland Telegraph and Maryland Mining Register*, an American Party paper, denounced the practice of using the canal for political patronage. He said that the canal had "been woefully mismanaged," and would "continue to be so managed as long as it" was "made the means of rewarding broken down political hacks for services rendered to party." Beall claimed that he would "rejoice when every politician shall be kicked out of office on the line."<sup>295</sup>

Beall continued to criticize the use of the spoils system in the management of the canal. After a reorganization of the Board in June 1856, he predicted that at the Board's next meeting there would be "a general decapitation of heads!" The "superintendents, toll collectors, and other employees" would "be forced to walk the fatal plank." A week later he reported that the Board had met and that "a clean sweep of all subordinates" would soon take place. The "axe" was "to fall upon the necks of the victims and the heads sent rolling in the dust." There were approximately "300 applicants for the dozen places to be made vacant by the wholesale decapitation."<sup>296</sup>

In the meantime the town of Cumberland continued to grow, but at a much slower pace than it had between 1842 and 1852. In the summer of 1853 the town suffered through a cholera epidemic. On September 30, 1853 the *Cumberland Miners' Journal* reported that the worst of the epidemic had about past.<sup>297</sup>

During the mid-1850's some physical changes probably occurred around the basin area in Cumberland. In 1856 the canal company authorized the Cumberland Coal and Iron Company to construct a connection between the Chesapeake and Ohio Canal and the Baltimore and Ohio Railroad. The Cumberland Coal and Iron Company was given specific instructions not to "obstruct the free passage of canal boats up to, and through the Eastern arm of the basin extending to Shrivvers Mill." It is not known at this time exactly when this connection was completed.<sup>298</sup> Also in 1856, the Baltimore and Ohio Railroad Company obtained permission from the canal company "to erect a water station adjoining the property of the Cumberland Coal and Iron Company near Cumberland," and to draw the necessary water" from the canal basin." The canal company,

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Dam 5 was interrupted by the Civil War. See Edwin C. Bearss, "War Comes to the Chesapeake and Ohio Canal," *West Virginia History*, XXIX (April 1968), p. 167.

<sup>295</sup> *Cumberland Telegraph and Maryland Mining Register*, May 24, 1855.

<sup>296</sup> *Ibid.*, June 19 & 26, 1856. A statement made by Beall in the June 26 article may indicate that he was not as much concerned about the use of the spoils system as he was about his American Party's defeat in the recent elections. He said: "Out of the 300 who have labored assiduously for the success of anti-Americanism, just 12 will be rewarded." Since Beall was supposedly concerned about the abuse of the spoils system by all parties, his interjection of partisan politics here raises some doubt about the impartiality of his criticism of the spoils system.

<sup>297</sup> *Cumberland Miners' Journal*, August 26 and September 30, 1853. See also Stegmaier, *Allegany County: A History*, pp. 151–152.

<sup>298</sup> Proceedings of the President and Board of Directors, I, p. 310. The heirs of David Shriver (who had died in 1852) complained to the canal company that the construction "would obstruct the free use of said basin for shipping purposes, and injure the adjoining property." David Shriver had "conveyed the property to the Company for a basin."

however, reserved the right to suspend the privilege of drawing water from the basin during periods of dry weather.<sup>299</sup>

In 1857 a series of four floods struck the canal. These disasters, according to Sanderlin's history of the canal, "all but wrecked the company financially." Through "a new devise" called "toll certificates," the "directors were able to raise funds to repair the canal and to continue for a while the work on the new dams." By the end of 1859, however, the company was on the verge of bankruptcy.<sup>300</sup>

According to Sanderlin's history of the canal, the coming of the Civil War only worsened the financial and physical condition of the canal. This was especially true "during the first two or three years" of the War. Being situated on the border between the two opposing forces, the canal was often "occupied and/or destroyed by the opposing forces."<sup>301</sup> The destruction of canal structures was carried out primarily by Confederates who saw the canal as a vital lifeline to the Union capital. The federal government, on the other hand, caused financial damages by the takeover of various canal properties and a large number of canal boats. Federal troops were stationed along the canal all during the war.<sup>302</sup>

On June 10, 1861 Cumberland became occupied by Union troops under the command of Colonel Lew Wallace. This occupation occurred only after Confederate troops had taken Harpers Ferry, Martinsburg, Winchester and Romney.<sup>303</sup>

According to Stegmaier's history of Allegany County, "Cumberland was a strategic point" especially during the "early months of the conflict." This was true because of the town's location on the Potomac, and because of the important transportation networks converging on the town.<sup>304</sup>

According to Stegmaier, the Union struggle to "maintain" the Baltimore and Ohio Railroad became "centered" at Cumberland. Cumberland "became the headquarters for both the District of Cumberland and the Railroad Department of the Department of West Virginia. As such, it became the nerve center for all railroad defensive operations between Harpers Ferry and Parkersburg." Confederate forces tried repeatedly to disrupt the railroad. Just below Cumberland at North Branch, Confederate forces destroyed the wooden railroad bridge on May 28, 1861. The destroyed bridge was replaced by an iron one, but Confederate raiders destroyed it on June 18, 1863. Another replacement was partially destroyed in February 1864.<sup>305</sup>

Cumberland remained virtually a Union occupied town from the time of Wallace's arrival in June 1861 until the end of the war. No major battle, however, was ever fought at Cumberland.<sup>306</sup>

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<sup>299</sup> *Ibid.*, I, pp. 311–312.

<sup>300</sup> Sanderlin, *The Great National Project*, pp. 211–212.

<sup>301</sup> *Ibid.*, p. 212. See also the *Cumberland Civilian and Telegraph*, July 18, 1861.

<sup>302</sup> Sanderlin, *The Great National Project*, p. 212. See also the *Cumberland Civilian and Telegraph*, June 5, 1862.

<sup>303</sup> Stegmaier, *Allegany County: A History*, p. 178.

<sup>304</sup> *Ibid.*

<sup>305</sup> *Ibid.*, pp. 179–182.

<sup>306</sup> *Ibid.*, pp. 180 & 188.

The town was raided, however, on June 17, 1863 and a “minor skirmish” was fought at Folck’s Mill in August 1864.<sup>307</sup>

Cumberland recovered very quickly from the period of the Civil War. In fact, recovery had actually begun around mid-1863 when Confederate harassment of the canal and the railroad was on the decline. Since the economy of Cumberland was dependent on the prosperity of the canal and railroad, the economy of the town began to improve as the trade and financial condition of these two transportation agencies improved.<sup>308</sup>

Because of the increased prosperity of the canal, the company’s directors began to repair and improve the canal immediately after the close of the War.<sup>309</sup> At Cumberland, the canal company moved to improve the basin area and encouraged private individuals to improve wharf facilities along that section of the canal.

In February of 1867, Lloyd sought permission to “lease a strip of land on the berm side of the canal below the basin at Cumberland.” According to Lowe’s request, the land he wished to lease was located “between the B & O RR and the canal” and was “About 50 feet wide, and from 500 to 700 feet long.” Lowe wanted the land in order to build “a wharf for general shipping.” He was willing to pay “an annual rent of \$60 with the privilege of paying \$1000 principal sum at his pleasure for a perpetual lease.” The Board immediately granted Lowe a lease conforming to the terms he had specified. It is not known at this time when Lowe’s wharf was completed.<sup>310</sup>

In late 1867 and early 1868 the canal company moved to acquire certain properties in the basin area of Cumberland. The intention of the canal company was to acquire property adjacent to the Shriver Basin so that the basin could be extended and a large wharf constructed there. The company apparently planned to let private individuals erect the wharf.<sup>311</sup> On January 3, 1868 the canal company acquired through condemnation a parcel of land from Thomas J. and Robert S. McKaig.<sup>312</sup> On January 20, 1868, it acquired through condemnation a second parcel of land in the basin area. This parcel was claimed by the McKaigs and the Cumberland Coal and Iron Company. The jury declared that \$1,400 should be awarded to the owners. Since two parties claimed ownership to the property, however, the case was left pending in court for some time.<sup>313</sup>

A year later, Thomas J. McKaig and his law partner, William Walsh, made a proposal to the canal company “to build a large and commodious Wharf extending from Shriver’s Mill to Hoyer’s

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<sup>307</sup> *Ibid.*, pp. 184–186. See also the *Cumberland Civilian and Telegraph*, June 18 & 25, 1863.

<sup>308</sup> According to Sanderlin’s history of the canal, “business on the canal began to revive in 1863 and improved steadily until the end of the war.” See Sanderlin, *The Great National Project*, p. 221.

<sup>309</sup> *Ibid.*, p. 223. One of the major projects resumed after the war was the construction of a new Dam 5. Construction had previously been suspended because of the war.

<sup>310</sup> Proceedings of the President and Board of Directors, L, p. 7 & 12.

<sup>311</sup> “Copy of Agreement with Petition of Defendant for dismissal of Suit Filed October 26, 1870,” in Legal Records, ca. 1828–1900, C&O Canal Co.

<sup>312</sup> “Copy Inquisition C & O Canal vs Thomas McKaig Trustee and Robert S. McKaig—Condemnation \$5,000.” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>313</sup> “Inquisition—The C & O Canal Company vs Thomas J. McKaig, Robert S. McKaig and the Cumberland Coal and Iron Company—Condemnation \$1,400.” in Legal Records, ca. 1828–1900, C & O Canal Co. The canal company paid the declared sum to the court; thus leaving it to the court to decide the true ownership of the property.

Mill” to “accommodate the coal trade.”<sup>314</sup> The wharf was to be built on land which Walsh had acquired from Jacob Shriver and from Andrew Stewart in 1868. Stewart in turn had acquired the property from the Shriver heirs. The property was generally known as the Basin Property.<sup>315</sup> The Board immediately agreed to the proposal made by Walsh and McKaig and passed the following preamble and resolutions supporting the proposal:

Whereas it is essential to the interests of this company to have increased facilities at Cumberland for the shipment of coal to accommodate the present coal trade and to provide for the increase thereof which is expected upon the completion of the Pittsburg and Connellsville Rail Road.

And Whereas, William Walsh and Thomas J. McKaig have proposed to this company to erect a good and substantial Wharf for the purpose of transshipping coal from Rail Road Cars to Canal boats parallel with the Old Town road from Shriver’s Mill to Hoye’s Mill at Cumberland or so much of said distance as may be fully sufficient for that purpose, provided this Company will excavate the Water Course from the Canal to Shriver’s Mill deep enough for the passage of boats loaded with coal and wide enough to accommodate the coal trade at said Wharf, and procure from the Baltimore and Ohio Tail Road Company a branch track or tracks to said Wharf as provided for in the 48<sup>th</sup> Article of the Deed and Memoranda between this Company and the said Baltimore and Ohio Rail Road Company dated 14<sup>th</sup> day of January 1851, and recorded amongst the Land Records of Allegany County and State of Maryland, and also to procure from the said Baltimore & Ohio Rail Road Company the designation of a track or tracks from the Mount Savage Rail Road now called the Cumberland and Pennsylvania Rail Road, to the said Wharf over which the coal shall pass to the Canal, Therefore,

Be it Resolved, by the President and the Directors of the Chesapeake and Ohio Canal Company that the proposition of the said William Walsh and Thomas J. McKaig of the city of Cumberland for the building of said Wharf be and the same is hereby acceded to on the terms and conditions heretofore stated, and that the President of this company shall proceed at once to deepen the said Water Course as far as Shriver’s Mill as hereinbefore stated and that the President of this company make application to the Baltimore and Ohio Rail Road Company to designate a track or tracks on said Rail Road from the Mount Savage Rail Road to said Wharf over which the coal shall pass to said Wharf, and to locate and designate the point at which said branch track shall leave the main stem of the said Baltimore & Ohio Rail Road in accordance with the 48<sup>th</sup> clause of the Deed and Memoranda between this Company and the Baltimore & Ohio Rail Road Company, bearing date on the 14<sup>th</sup> day of January 1851.<sup>316</sup>

Since the canal company had agreed to deepen and widen the Shriver Basin from Hoye’s Mill to Shriver’s Mill, the Board on February 5, 1869, ordered a survey to be made of the original parcel of basin property conveyed to the canal company by David Shriver on October 24, 1835.<sup>317</sup>

On April 12, 1869, the Board passed the following resolution ordering the President to proceed with the excavation of the Shriver Basin:

Resolved, That the President of this Company proceed at once to excavate and deepen the Water Course from the Canal below Hoye’s Mill to Shriver’s Mill deep enough to accommodate Boats loaded with Coal to pass over the Chesapeake and Ohio Canal—upon receiving a satisfactory ob-

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<sup>314</sup> Proceedings of the President and Board of Directors, L, p. 137.

<sup>315</sup> Copy of Deed—Andrew Stewart to William Walsh, December 23, 1868, in Legal Records, ca. 1828–1900, C & O Canal Co. See also Allegany County Land Records H.R. No. 29, folio 159 and H.R. 27, folio 18.

<sup>316</sup> Proceedings of the President and Board of Directors, L, pp. 137–139.

<sup>317</sup> *Ibid.*, L, p. 143. I was unable to find a copy of this deed which was supposedly dated October 24, 1835.

ligation from William Walsh and Thomas J. McKaig, that they will proceed to erect and complete the building of a Wharf in the most approved plan, and proceed with the building of said Wharf paraposu [sic] with the execution of the excavation and deepening of the Basin, as fast as the same can be done in the progress of the excavation, and that there shall be no unnecessary delay in the completion of said Wharf, and the Counsel of the Company at Cumberland is hereby directed to draw up said agreement, and that R. M. Sprigg be appointed Agent and Attorney to sign said contract.<sup>318</sup>

On the same day that the above resolution was adopted, the Board drew up a contract with McKaig and Walsh for the excavation of the Shriver Basin as well as for the construction of the new wharf.<sup>319</sup>

In the meantime, however, a new Board of Directors was installed in June 1869. For some reason, the new Board questioned the legality of the contract drawn up with McKaig and Walsh on April 12. On July 9, the Board ordered that the excavation under Walsh & McKaig be suspended until further orders were received from the Board. At the same time, the Board ordered that the contract be submitted to the Attorney General of the State of Maryland for his opinion.<sup>320</sup>

The Board received the opinion of the Attorney General in late July. The Attorney general apparently felt that the contract with McKaig and Walsh for the excavation of the basin was not valid. The Board “concurred” with the Attorney General’s opinion.<sup>321</sup> The Board then received an offer from B. A. Dougherty to excavate the Shriver Basin for \$12,500. After conferring with the Chief Engineer on the proposal, the Board passed the following resolution: “Resolved, that the President be authorized to contract with B. A. Dougherty for the cleaning out of the Canal Basin at Cumberland, on the Shriver property so as to give six feet of water in said basin according to the dimensions thereof in the contract between David Shriver and the Chesapeake and Ohio Canal Co., made in 1835, the said work to be done under the Supervision of the Engineer of the Company for the gross sum of \$12,500.” Dougherty was to “give bond in the penalty of \$25,000 conditioned for the faithful performance of the contract, with sureties to be approved by the President.” The contract with Dougherty was approved by the Board on August 10. William Walsh was one of the guarantors of Dougherty’s bond. Dougherty had begun excavating the Shriver Basin by early September.<sup>322</sup>

Since the canal company had agreed to procure from the Baltimore and Ohio Railroad Company the designation of a track or tracks leading from the railroad to the Basin, the Board on January 4, 1870 ordered the President to appoint a committee to confer with the railroad company about this matter.<sup>323</sup> On February 9, the Board passed a resolution granting Walsh and McKaig “the right to construct a Rail Road Branch between the Baltimore and Ohio Rail Road and the Chesa-

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<sup>318</sup> *Ibid.*, L, p. 152.

<sup>319</sup> “Exhibit C—Copy of Contract—Thomas J. McKaig, William Walsh, and Chesapeake and Ohio Canal Co.—Filed January 11, 1870” in Legal Records, ca 1828–1900, C & O Canal Co.

<sup>320</sup> Proceedings of the President and Board of Directors, L, pp. 172–173.

<sup>321</sup> The problem apparently involved the right of Walsh and McKaig to excavate the basin, and the decision of the Attorney General and of the Board did not affect the right of Walsh and McKaig to construct the wharf.

<sup>322</sup> Proceedings of the President and Board of Directors, L, pp. 177–179.

<sup>323</sup> *Ibid.*, L, p. 267.



peake and Ohio Canal, between Hoye's and Shriver's Mills, at such points as may be selected by the two companies.<sup>324</sup>

In the meantime, the Cumberland Coal and Iron Company had protested the right of the canal company to widen the entrance to the Shriver Basin. According to the coal company, the canal company had presumed "that it owned the right of way" through the coal company's "Commercial Mart" property at the entrance to Shriver Basin. Thus the canal company had "agreed with certain other parties" [Walsh and McKaig] to widen the Shriver Basin "without consulting or conferring with" the coal company about its property at the basin's entrance. The coal company argued that the only rights the canal company had in the Commercial Mart were those spelled out in the agreement of June 1837 between the canal company, Moore N. Falls and Matthew St. Clair Clark. Through this agreement the canal company had been given "sufficient" land for the "Main Basin immediately alongside the Potomac River, but not to exceed in width 110 feet at water surface." When the coal company protested the canal company's action, the canal company had obtained an injunction prohibiting the coal company "from interfering or exercising any rights of ownership, over its property in prevention of such extension." The canal company had also proceeded "under its charter to condemn" tow pieces of property for right-of-ways leading from the Shriver Basin to the Main Basin. One of these parcels (as described earlier)<sup>325</sup> was claimed by both the McKaig family and by the Cumberland Coal and Iron Company. The coal company had immediately obtained "an injunction restraining" the "canal company from proceeding with its condemnation."<sup>326</sup>

Eventually in October 1870 the canal company reached an agreement with the coal company whereby the latter agreed to give the canal company two rights-of-way through its property. The canal company, on the other hand, agreed to release "all claims and pretenses to any right, title or interest" in the "Commercial Mart" property, except for those "rights and interests given to it by Falls and Clarke, . . . and the two rights-of-way" granted by the coal company.<sup>327</sup>

The first right-of-way was to run through the coal company's property "from said Main Canal [Basin], to the lower portion of said Shriver Basin not exceeding 25 feet in width, and at least 400 feet above and north" of the "Northern end" of the coal company's wharf. The right-of-way was "to be cut at right angles to the Canal, or Main Basin."<sup>328</sup>

The second right-of-way granted by the coal company was to be of the "same course, and dimensions" as the first one. It was to be, however, "1000 feet further above" the coal company's wharf. The agreement stated further that the two rights-of-way were "to be used and made available" by the "canal company in such manner as to permit the free extension and construction of the wharf of said Cumberland Coal and Iron Company over both of said ways."<sup>329</sup>

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<sup>324</sup> *Ibid.*, L, pp. 280–281.

<sup>325</sup> The jury had awarded \$1,400 for the parcel. Since the ownership of the parcel was in dispute, however, settlement of the case was still pending in the court. (See footnote 58).

<sup>326</sup> "Copy of Agreement with Petition of Defendant for dismissal of suit—Filed October 26, 1870," in Legal Records, ca. 1828–1900, C & P Canal Co.

<sup>327</sup> *Ibid.*

<sup>328</sup> *Ibid.*

<sup>329</sup> *Ibid.*

By the time the agreement between the canal company and the Cumberland Coal and Iron Company was made, the latter company had been purchased by the Consolidation Coal Company of Maryland. The agreement therefore was signed by the new owner, the Consolidation Coal Company.<sup>330</sup>

Before the agreement was reached with the Cumberland Coal and Iron Company, the Board ordered that before Walsh and McKaig could proceed with the construction of their new wharf, they would have to produce deeds relinquishing any titles they may have held to any property in the basin area. Walsh and McKaig produced such deed on June 20, 1870.<sup>331</sup>

It is not known at this time exactly when Walsh and McKaig completed their wharf. We do know, however, that the wharf was in full operation by 1872.<sup>332</sup>

In 1874, Walsh and McKaig granted the Baltimore and Ohio Railroad the privilege “in perpetuity” to run water pipes north of their wharf. In exchange the Baltimore and Ohio agreed to “fill up the ground on the south side of the tracks leading from the Baltimore and Ohio Rail Road to the Coal Wharf” in order “to accommodate an additional track” to the wharf. The Baltimore and Ohio also agreed “to fill up and grade parallel with its own right-of-way on the lands of” Walsh and McKaig “a sufficient bed or way for two additional tracks.” The two additional parallel tracks were to be “so graded that the descent” would “be towards the wharf.” The slag and ballast for the new tracks were to come from the Baltimore and Ohio’s Rolling Mill at Cumberland.<sup>333</sup>

While the canal at Cumberland was being improved and expanded during the late 1860’s and early 1870’s, the town of Cumberland was also prosperous and expanding. One of the major indicators of the town’s prosperity during this period could be seen in the Baltimore and Ohio Railroad Company’s new Rolling Mill.

With a view toward encouraging industrial development, the town of Cumberland voted in 1867 to give the Baltimore and Ohio Railroad 30 acres of land on which to erect a rolling mill. The town and the railroad company both agreed that in the event the mill was ever closed down, the property would revert to the town. According to Stegmaier’s history of Allegany County, “between 700 and 1000 men were employed in construction the mill.” It was completed in 1870. In 1873 the mill employed 750 men and produced “2,500 tons of steel rail” each month. The mill workers received a daily wage of from three to ten dollars, and were considered the highest paid laborers in Cumberland.<sup>334</sup>

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<sup>330</sup> *Ibid.* The agreement also stated that the Consolidation Coal Company had agreed “to pay the Chesapeake and Ohio Canal Company One thousand dollars to be used in clearing out the two new channels” or rights-of-way referred to in the agreement.

<sup>331</sup> Proceedings of the President and Board of Directors, L. pp. 287, 289–290, 293 and 319.

<sup>332</sup> *Forty Seventh Annual Report* (1875), C & O Co., p. 37. According to this report, 3,214 boats were loaded at Walsh’s and McKaig’s Wharf in 1872.

<sup>333</sup> “Agreement between William Walsh, Thomas J. McKaig and the Baltimore and Ohio Railroad Company—Made March 17, 1874,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>334</sup> Stegmaier, *Allegany County: A History*, p. 212.

The growth and prosperity of Cumberland during the late 1860's and throughout most of the 1870's was in large part due to the continuing development of railroads within the area. On June 26, 1871, the Baltimore and Ohio completed its northwest branch to Pittsburgh. This line was called the Pittsburgh and Connellsville Railroad.<sup>335</sup> Soon after this line was completed, the Baltimore and Ohio opened its new Queen City Hotel in Cumberland in 1872.<sup>336</sup>

In 1876, the Baltimore and Ohio gained control of the Consolidation Coal Company, which owned the Cumberland and Pennsylvania Railroad. The Cumberland and Pennsylvania was the only through line connecting the coal region with the canal basin at Cumberland. In response to the Baltimore and Ohio's takeover of the Cumberland and Pennsylvania, the canal company tried to encourage the development of at least four independent lines to make connection between the coal region and the basin.<sup>337</sup>

In the late 1870's the American and Maryland Coal companies, with encouragement from the canal company began construction of the Cumberland and George's Creek Railroad. This railroad was halted at the Narrows, however, because the Baltimore and Ohio would no let it cross the Baltimore and Ohio's tracks to reach the canal basin.<sup>338</sup>

In 1870 Cumberland had a population of 8,056. The population of Allegany County increased from 28,348 in 1860 to 38,536 in 1870. The population of the western end of the county had increased to such an extent that in 1872 Garrett County was formed.<sup>339</sup>

A publication by the Cumberland Board of Trade gave the following interesting information about Cumberland in 1875:

The population of Cumberland according to the census of 1870 was 8,056; in 1873, 11,300. As the city had grown rapidly since that time it is probably safe to estimate its present population at about 13,000.

It is an incorporated city, governed by a Mayor and Board of Councilmen; with a regularly organized police force. The city is lighted by gas and supplied with water from the Potomac River, by the 'Holly system of fire protection and water supply.'

It has three banking institutions, two National and one Savings Bank. The city supports two daily and two weekly papers, published here.

Situated at an elevation of from six to seven hundred feet above tide level, the city is free from miasma, and its climate healthy and pleasant.

There are sixteen Churches, viz: One English Lutheran, two German Lutheran, three churches and one chapel belonging to the Methodist denomination, and one chapel belonging to

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<sup>335</sup> Thomas, *History of Allegany County*, p. 269. According to Thomas, the Baltimore and Ohio Railroad divided into two branches at Cumberland. The main branch was extended west to graft on, Fairmont, Wheeling and eventually to Columbus and Chicago. The northwest branch, which was constructed as the Pittsburgh and Connellsville Railroad, extended from Cumberland to Pittsburgh and eventually to Akron, Cleveland and Chicago.

<sup>336</sup> *Ibid.*

<sup>337</sup> Sanderlin, *The Great National Project*, p. 244.

<sup>338</sup> Stegmaier, *Allegany County: A History*, p. 205. See also Thomas, *History of Allegany County*, p. 270 and Sanderlin, *The Great National Project*, pp. 244–245, 247, 253–254.

<sup>339</sup> Stegmaier, *Allegany County: A History*, p. 203. For population of Cumberland in 1870 see C. J. Orrick, comp. *The mineral resources and manufacturing facilities of the city of Cumberland, Md.* (Cumberland: Cumberland Board of Trade, 1875), p. 6.

the colored conference of the same denomination, one Baptist, (white) and one ditto (colored) congregation, two Catholic churches, one Presbyterian, one Protestant Episcopal, and one German Reformed church, and one Jewish Synagogue . . . .

Good educational facilities are provided by the public school system of the State, supplemented by the County Academy, (endowed), Carmelite College, St. Edward's Academy, conducted by the Sisters of Mercy, of the Roman Catholic church; a parochial school connected with the German Catholic church of St. Peter and Paul's, and several excellent private schools both male and female.

Hotel accommodations are furnished by the large and elegant Queen City Hotel, owned and controlled by the Baltimore and Ohio Railroad Company; and by three other first class hotels, and several other small hotels and eating houses.

The manufacturing interests of the city and vicinity are represented by the steel Rail Mills and Merchant Bar Mills of the Baltimore and Ohio Railroad; the Bowery Blast Furnace of the Cumberland Coal and Iron Company; the works of the Union Mining and Manufacturing Company; two Iron Foundries and Machine shops; the Mills of the Cumberland Cast Steel Works; the Cumberland Cotton Factory; Cement Mills; three large Steam Tanneries (in the city) and two others in the vicinity; the Firebrick Works (mentioned elsewhere); the Cat and Locomotive works, and Machine shops of the Cumberland and Pennsylvania Railroad Company (located at Mt. Savage, on the line of the road west of the city), and several large Flour Mills; the Steam Furniture Works of K. H. Butler (the largest furniture works in the State), and numerous other smaller manufacturing, planing and saw mills, sash and door factories, etc., etc.<sup>340</sup>

In spite of the overall prosperity and industrial development of Cumberland during the 1870's, many of the town's citizens continued to look upon the canal as the cornerstone of the town's economy. Walter Sanderlin has called the period from 1870–1889 "The Golden Age of the Canal." The canal company was particularly stable and prosperous during most of the 1870's. It was due to the general prosperity and stability of the canal company during the 1870's that many Cumberland residents continued to regard the canal as the cornerstone of the town's economy. The *Cumberland Times* presented the following argument in 1873:

Canal shipments are what our people here are interested in. It matters but little to them how many hoppers go daily rolling by on the railroad; they derive no benefit therefrom, but with canal shipments the case is different. Every additional ton of coal shipped by this route adds its proportion to the prosperity of the city. Many of the boatmen live here; boats are built in our yards; feed and forage for stock are sold by our dealers, and our grocers derive a busy trade in canal supplies when the season is good.<sup>341</sup>

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<sup>340</sup> Orrick, *The mineral resources and manufacturing facilities of the city of Cumberland*, pp. 6–7. The period immediately after the Civil War (1865–1877) was known as the Period of Political Reconstruction. Maryland (as a loyal Union state) remained pretty much unaffected by political reconstruction until after the passage of the Fifteenth Amendment in 1870. The Fifteenth Amendment had its greatest influence in the eastern sections of the state (and in Baltimore City) where the black population was sizeable and therefore of substantial political significance. It is interesting to note, however, that the first black person to run for elective office in the state was a resident of Cumberland, named James H. Montgomery. In 1874, he ran unsuccessfully for the United States Congress from the Sixth Congressional District. See Margaret L. Callcott, *The Negro in Maryland Politics, 1870–1912* (Baltimore: The John Hopkins Press, 1969), pp. 3–5, 58, 152.

<sup>341</sup> *Cumberland Times*, May 24, 1873, quoted in Harlan D. Unrau, unpublished *HRS, The Chesapeake and Ohio Canal NHP: Chapter XIV—The Economic Impact of the C & O Canal on the Potomac Valley, 1828–1924*, (Denver 1976), p. 220.

The *Cumberland Alleganian and Times* printed a similar argument in 1877. The newspaper was convinced that the town could not rely on the railroad for its continued prosperity. The canal was the key to the town's good economic health. It said:

The canal is the only present surety for Allegany's prosperity, and when its stability is endangered every citizen of the county has a bounden duty in its protection. Cumberland is probably more deeply interested in its success than any other section of the county, because she has more property dependent on it outside of the coal companies; but all of Allegany is deeply concerned . . .

There are Eastern interests which demand Cumberland coal for its qualities; and these demands are sufficient to keep the railroad busy. There are other interests which prefer our coal, while it can compete with other regions; but when the price is higher they will take the other. This latter class is what we would lose if the canal should be closed, while the Baltimore company would charge its own price on the former. The canal is now in efficient working order throughout, and the tolls are lower than they have ever been . . . The canal terminates here, and its trade is local. Destroy its local traffic and it perishes. The Baltimore road is almost national, and our trade is not essential to its success. It can hedge us about. It can forgo profits on coal until it crushes us . . .

<sup>342</sup>

A week later, the *Alleganian and Times* elaborated further on the significance of the canal to Cumberland's economy:

The principal income of this section is from our coal trade. When shipments are large, our business men feel good results; when they are small, our trade interests lag. The coal shipped through Cumberland is beneficial to this region only to the extent of the cost of production, which benefits Cumberland secondarily. It is the amount shipped by canal that results immediately to our benefit . . . Hypothetically, we will assume there are 30 boats leaving this port daily, carrying 115 tons each, at 80 cents per ton, making 180 boats per week, which would be a gross receipt of \$20,700 per week, employing about 600 men and an equal number of mules. At least two-thirds of this money is disbursed in Cumberland, giving over \$16,000 per week, or \$70,000 per month. Aside from this, there are over 200 men employed here on the canal in various kinds of work—loading coal, repairing boats, cleaning basin, etc., which increases the receipts by not less than \$10,000 per month. Thus . . . it is reasonable to conclude that the people of Cumberland receive from this source not less than \$80,000 per month. Can we afford to lose this trade?<sup>343</sup>

The *Alleganian and Times* continued to argue that Cumberland's continued prosperity was dependent on the canal. On May 14, 1877 it said:

We have hundred in Cumberland dependent on coal shipments by canal where Baltimore has 10 by rail. Five hundred canal captains have their all invested in their boats, and 2,000 men are subject to the captains. Our boat builders have tens of thousands dependent upon the employment of these men. Our businessmen derive one-half their profits from the proceeds of the canal, and our landlords would get nothing for their houses if we lose our canal trade. The miner would decrease

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<sup>342</sup> *Cumberland Alleganian and Times*, April 30, 1877, quoted in Unrau, unpublished HRS, *The Chesapeake and Ohio Canal NHP: Chapter XIV—The Economic Impact of the C & O Canal on the Potomac Valley, 1828–1924*, pp. 220–222.

<sup>343</sup> *Ibid.*, May 5, 1877, quoted in Unrau, unpublished HRS, *The Chesapeake and Ohio Canal NHP: Chapter XIV—The Economic Impact of the C & O Canal on the Potomac Valley, 1828–1924*, pp. 222–223.

in his product were the canal out of the way; for the Baltimore road would have the monopoly of the trade, and would desire no more coal produced than its capacity would admit of carrying. . .

To illustrate the unreliability of the railroad, the newspaper went on to remind its readers that the Baltimore and Ohio's Rolling Mill had recently laid off 300 men and 100 boys.<sup>344</sup>

According to Sanderlin's history of the canal, the canal company remained prosperous for most of the 1870's despite the nation-wide depression which had begun in 1873. Canal trade reached a record peak in 1871. It fell off somewhat in 1872 and again in 1873, but recovered in 1874 and reached a new record peak in 1875.<sup>345</sup>

In the early 1870's, the port of Cumberland was particularly busy. According to the *Forty-Seventh Annual Report to the Stockholders* (1875) 35,254 coal boats were cleared from the port of Cumberland between 1870 and 1874. The various coal companies built a total of 91 new boats at Cumberland in 1873. In 1874 a total of 79 new boats were built at Cumberland.<sup>346</sup>

In 1875 the *Forty-Seventh Annual Report to the Stockholders* outlined several improvements planned for the canal. Two of the most important improvements planned for the canal were: to obtain an independent connection with the coal region; and to acquire private wharfs in order to control the amount of terminal charges.<sup>347</sup> Both of these planned improvements would eventually bring about changes at the basin in Cumberland in the late 1870's and during the 1880's.

The president of the canal company stated in the *Forty-Seventh Annual Report to the Stockholders* (1875) that in "carrying out the general policy" outlined in the list of planned improvements, the company had already "secured sufficient wharf facilities at Cumberland, to control the cost of wharfage." The company had apparently "leased the Lynn or Potomac Wharf Property for two years, with the option of purchasing it at any time within that period." The company had also made "an advantageous arrangement" with one of the basin wharves, which enabled it "to control all the trade."<sup>348</sup> The company had also made a liberal offer to lease or purchase the remaining wharf.<sup>349</sup> The report concluded, however, that even without the one "remaining wharf" the company was now "in a position to control the wharf charges."<sup>350</sup>

As indicated in the *Forty-Seventh Annual Report to the Stockholders* (1875), negotiations were already underway for the purchase of the Walsh and McKaig Wharf at Cumberland. In January 1878 the canal company reached an agreement with Walsh and McKaig for the purchase of the

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<sup>344</sup> *Ibid.*, May 14, 1877, quoted in Unrau, unpublished HRS, *The Chesapeake and Ohio Canal NHP: Chapter XIV—The Economic Impact of the C & O Canal on the Potomac Valley, 1828–1924*, pp. 224–225.

<sup>345</sup> Sanderlin, *The Great National Project*, pp. 231–232.

<sup>346</sup> *Ibid.* See also Appendix H: Table (I) taken from the *Forty-Seventh Annual Report* (1875) C & O Co., p. 37, showing Number of Boats cleared from Port of Cumberland with Coal for the years 1870–74; and the Number of Boats loaded at the several Wharves in Cumberland, in the years 1872, 1873 and 1874.

<sup>347</sup> *Forty-Seventh Annual Report* (1875), C & O Co., pp. 16–19.

<sup>348</sup> In 1874 there were three coal wharves in Cumberland. See *Forty-Seventh Annual Report* (1875), C & O Co., p. 37. See also Appendix H. The wharf referred to here was probably the Consolidation Coal Company's wharf. See Sanderlin, *The Great National Project*, p. 233.

<sup>349</sup> The wharf referred to here was probably the wharf of Walsh and McKaig, which was eventually purchased by the canal company in 1878.

<sup>350</sup> *Forty-Seventh Annual Report* (1875), C & O Co., pp. 20–21, 41.

wharf for \$100,000. The canal company paid Walsh and McKaig \$7,000 in cash on April 11. When the deed for the sale was made on July 1, the canal company paid Walsh and McKaig an additional \$9,907.76 in cash. This brought the company's total down payment for the wharf property to \$16,907.76.<sup>351</sup> For the balance of the purchase price the company gave twenty-nine bonds which were secured by a mortgage on the canal company's property.<sup>352</sup> Both the mortgage and the deed were made on July 1 and recorded July 19. The total mortgage on July 1 amounted to \$86,092.24, which included \$3,000 accumulated interest from January 1 through July 1, 1878.<sup>353</sup>

The twenty-nine bonds were due to be paid as follows:

No. 1 for \$9,993.59	due	January 1, 1879
No. 2 for \$6,019.98	due	April 1, 1879
No. 3 for \$1,875.00	due	April 1, 1879
No. 4 for \$1,875.00	due	April 1, 1879
No. 5 for \$1,875.00	due	July 1, 1879
No. 6 for \$1,875.00	due	July 1, 1879
No. 7 for \$1,875.00	due	October 1, 1879
No. 8 for \$1,875.00	due	October 1, 1879
No. 9 for \$1,875.00	due	January 1, 1880
No. 10 for \$1,875.00	due	January 1, 1880
No. 11 for \$1,875.00	due	April 1, 1880
No. 12 for \$1,875.00	due	April 1, 1880
No. 13 for \$1,875.00	due	July 1, 1880
No. 14 for \$1,875.00	due	July 1, 1880
No. 15 for \$1,875.00	due	October 1, 1880
No. 16 for \$1,875.00	due	October 1, 1880
No. 17 for \$1,875.00	due	January 1, 1881
No. 18 for \$1,875.00	due	January 1, 1881
No. 19 for \$3,750.00	due	April 1, 1881
No. 20 for \$3,750.00	due	July 1, 1881
No. 21 for \$3,750.00	due	October 1, 1881
No. 22 for \$3,750.00	due	January 1, 1882
No. 23 for \$3,750.00	due	April 1, 1882
No. 24 for \$3,750.00	due	July 1, 1882
No. 25 for \$3,750.00	due	October 1, 1882
No. 26 for \$3,750.00	due	January 1, 1883
No. 27 for \$3,750.00	due	April 1, 1883
No. 28 for \$3,750.00	due	July 1, 1883

<sup>351</sup> "Basin Wharf—Statement to July 1, 1878—showing balance on purchase to that date," in Legal Records, ca. 1828–1900, C & O Canal Co. See also "Gambrill to Gwnn, September 19, 1887," in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>352</sup> "Gambrill to Gwnn, September 19, 1887," in Legal Records, ca. 1828–1900, C & O Canal Co. See also "mortgage made between Chesapeake and Ohio Canal Co. and Walsh and McKaig," in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>353</sup> "Basin Wharf—Statement to July 1, 1878—showing balance on purchase to that date," in Legal Records, ca. 1828–1900, C & O Canal Co. See also "Mortgage made between Chesapeake and Ohio Canal Co. and Walsh and McKaig," in Legal Records, ca. 1828–1900, C & O Canal Co.; "Deed—Wm. Walsh & wife and Thomas J. McKaig & wife to the C & O Canal Co.," in Allegany County Land Records T. L. No. 51, folio 231 and T. L. No. 52, folio 116.

No. 29 for \$2,486.43 due

October 1, 1883<sup>354</sup>

Of the twenty-nine bonds due to be paid for the wharf, four were to be retained by the canal company. Numbers one and two, totaling \$16,013.57, were to be retained “to pay a Judgment” due by Walsh and McKaig to one Isaac Long. Numbers twenty-eight and twenty-nine were to be retained by the canal company until a parcel of land “occupied by one Jane McIntyre as tenant” was turned over to the canal company.<sup>355</sup> These two provisions, agreed to by the canal company, Walsh and McKaig, on July 18, 1878, would lead the company into a legal controversy ten years later.

The Walsh and McKaig, or Basin Wharf Property as it was generally called, contained two distinct parcels of land. The first parcel contained “seven and a half acres, exclusive of that portion of the Land conveyed to the Chesapeake and Ohio Canal Company by Walsh and McKaig in Eighteen hundred and seventy.” The second parcel contained only “(1-8/100) one and eight one hundredths acres of land.”<sup>356</sup>

By 1888 the canal company had paid for all of the bonds, except for the four the company had retained through the agreement with Walsh and McKaig on July 18, 1878. Bonds numbered one and two had been retained to pay for the judgment against Walsh and McKaig due to Isaac Long. Bonds numbered twenty-eight and twenty-nine were to be retained until the property occupied by Jane McIntyre was delivered to the canal company. The total amount of the four unpaid bonds was only \$22,250.<sup>357</sup>

In the meantime, however, the heirs of Thomas McKaig,<sup>358</sup> with the cooperation of William Walsh, had requested the canal company to settle the judgment with Isaac Long, but the canal company had failed to do so. Although the canal company had failed to settle with Long, it had from time to time paid Long interest on the two unpaid bonds due him.<sup>359</sup>

In 1885 Walsh and the McKaig heirs filed a suit “of ejectment against Jane McIntyre.” A decision in this case was rendered in July 1888. The Circuit Court ordered Jane McIntyre to either seek an attornment (agree to accept the canal company as her new landlord) with the canal com-

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<sup>354</sup> “Mortgage made between C & O Canal Co. and Walsh and McKaig,” in Legal Records, ca. 1828–1900, C & O Canal Co. See also “Gambrill to Gwnn, September 19, 1887,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>355</sup> “Agreement—Walsh and McKaig and C & O Canal Co.—July 18, 1878,” in Legal Records, ca. 1828–1900, C & O Canal Co. See also “Gambrill to Gwnn, Sept. 19, 1887,” in Legal Records, ca. 1828–1900, C & O Canal Co. Jane McIntyre agreed to accept the canal company as her landlord on July 12, 1888 apparently after William Walsh had taken her to court. The parcel of land on which Mrs. McIntyre resided was “known as part of the Island property.” See “Jane McIntyre to C & O Canal Co., July 12, 1888,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>356</sup> “Mortgage made between C & O Canal Co. and Walsh and McKaig,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>357</sup> “Assignment of Mortgage—William Walsh & Others to James Sloan Junior,” in Legal Records, ca. 1828–1900, C & O Canal Co. See also Sanderlin, *The Great National Project*, p. 251.

<sup>358</sup> Thomas J. McKaig had died on May 5, 1882. See “Willison to Gwnn, September 6, 1887,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>359</sup> “W. Walsh et. al. vs The Chesapeake and Ohio Canal Co., et. al.—Opinion of Court,” in Legal Records, ca. 1828–1900, C & O Canal Co.



pany or else vacate the property. The attornment between Jane McIntyre and the canal company was made on July 12, 1888.<sup>360</sup>

Walsh and the McKaig heirs also filed suit against Isaac Long. The suit was designed to either compel Long to enforce his judgment against Walsh and McKaig, “or to waive his lien as to the other property of McKaig.”<sup>361</sup> The suit was still pending in 1888.

On August 27, 1887, Walsh and the McKaig heirs filed a bill in the Circuit Court of Allegany County asking that the mortgage on the Basin Wharf Property be foreclosed and that as much of the property as necessary be sold to pay for the balance due on the four remaining bonds. The bill charged that the canal company had refused to settle with Isaac Long when requested to do so. Although the property occupied by Jane McIntyre had not yet been delivered to the canal company, the bill also charged that the canal company had defaulted on the payments for bonds numbered twenty-eight and twenty-nine.<sup>362</sup>

Counsel for the canal company argued that Isaac Long was “contented to defer the payment” of the bonds and “to receive the interest” on them indefinitely. Long thus did not “demand payment” of the bonds “at this time,” nor did he “demand foreclosure of the mortgage securing said bonds.” The complainants therefore had no right to demand foreclosure “without the authorization” of Long, who was “the equitable owner” of the two bonds (one and two). Counsel for the canal company also argued that the complainants had no right to demand foreclosure because of the canal company’s non-payment of bonds numbered twenty-eight and twenty-nine. At the time of the complainants’ bill was filed, Mrs. McIntyre had not accepted the canal company as landlord, nor had she vacated the disputed property. In fact when the complainants’ bill for foreclosure was filed the complainants’ ejectment suit against Mrs. McIntyre was still pending.<sup>363</sup>

Isaac Long, on the other hand, maintained that he had not been “a party to” the agreement of July 18, 1878, although he did know (or rather had been informed) that bonds numbered one and two had been retained by the canal company for him. The bonds were not however, “set apart with his knowledge and consent.” Long also maintained that he had “always been ready to receive the amounts of said judgments due and payable by the defendant and defendants [the canal company].” Long said that in fact, he had “repeatedly demanded from them the payment thereof, but they and each of them failed to pay the same.”<sup>364</sup>

The decision delivered by the Circuit Court in October 1888 upheld the petition of the complainants and ordered the canal company to pay the full balance of \$22,250 plus interest.<sup>365</sup> According to the *Sixty-First Annual Report to the Stockholders* (1889), the canal company requested the aid of “Mr. John Sloan, Jr., of Baltimore” during “this crisis.” Sloan responded “by purchasing the

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<sup>360</sup> *Ibid.*

<sup>361</sup> “Willison to Gwnn, September 6, 1887,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>362</sup> “Copy of Bill—William Walsh and Others vs The Chesapeake and Ohio Canal Company and Isaac Long—Filed August 27, 1887,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>363</sup> “William Walsh, et. al. vs The Chesapeake and Ohio Canal Co. et. al.—Opinion of Court,” in Legal Records, ca. 1828–1900, C & O Canal Co.

<sup>364</sup> *Ibid.*

<sup>365</sup> *Ibid.* At the same time, however, the Court ordered that an adjustment be made to the interest due on bonds numbered twenty-eight and twenty-nine since the property occupied by Jane McIntyre had not been delivered to the company until July 12, 1888.

claims” made by Walsh and the McKaig heirs, “thus affording” the canal company “further time in which to discharge the debt.”<sup>366</sup>

The other important improvement mentioned in the *Forty-Seventh Annual Report to the Stockholders* in 1875, had to do with obtaining an independent connection to the coal region. This improvement, when finally completed, also brought changes to the basin area at Cumberland.

The canal company desired an independent connection to free itself from dependence on the Cumberland and Pennsylvania Railroad, which was owned by the Consolidation Coal Company. According to Stegmaier’s history of Allegany County, in 1876 the Baltimore and Ohio Railroad “through stock ownership and interlocking directorships in the Consolidation Coal Company, . . . assumed a monopoly of the Maryland coal industry.”<sup>367</sup> Therefore dependence on the Cumberland and Pennsylvania Railroad also meant dependence on the Baltimore and Ohio.<sup>368</sup>

In an attempt to end this dependence on the Baltimore and Ohio “and its subsidiaries,” the canal company “sought to facilitate the construction of no less than four independent railroad connections with the canal at Cumberland.”<sup>369</sup> One of the roads proposed to be built from Cumberland to the coal region was the one suggested by the Consolidation Coal Company’s two chief competitors, the American and Maryland coal companies. With encouragement from the canal company the American and Maryland coal companies received a charter in 1876 to construct the Cumberland and George’s Creek Railroad.<sup>370</sup> According to Sanderlin, this road was supposed to run “all the way down the Potomac to the canal basin at Cumberland.”<sup>371</sup>

The Cumberland and George’s Creek had been completed to the Narrows above Cumberland by 1880, but could not cross the Baltimore and Ohio’s tracks to reach the basin. Thus in 1880, the canal company “invoked the agreement of 1851” which required the Baltimore and Ohio to allow any new road to cross its tracks when “so requested by the canal directors.”<sup>372</sup> The Baltimore and Ohio did not adhere to the agreement in this case.

In 1880 the canal company also requested the Baltimore and Ohio to adhere to the agreement of 1851 and allow the Pennsylvania Railroad of Maryland to cross its tracks at Cumberland.<sup>373</sup> Again, the Baltimore and Ohio made no immediate move to adhere to the agreement.

<sup>366</sup> *Sixty-First Annual Report* (1889), C & O Co., p. 9. The total amount (including interest) ordered to be paid by the canal company was \$25,627.95.

<sup>367</sup> Stegmaier, *Allegany County: A History*, p. 205. Another source says that the B & O “came into possession of the Consolidation Coal Company’s road leading from the mining region to Cumberland” in February 1877. See Thomas, *History of Allegany County*, p. 269.

<sup>368</sup> *Ibid.* See also Sanderlin, *The Great National Project*, p. 244.

<sup>369</sup> Sanderlin, *The Great National Project*, p. 244.

<sup>370</sup> Thomas, *Allegany County: A History*, p. 274. The road was also called the George’s Creek and Cumberland.

<sup>371</sup> Sanderlin, *The Great National Project*, p. 244. Another source says that the road was to extend “from Lonaconing to a junction with the Pennsylvania [Railroad] Company at the west end of the Narrows” where its coal was to be sent on to the basin at Cumberland over the Pennsylvania Railroad. The latter road was also chartered in 1876. See Thomas, *History of Allegany County*, pp. 274–276. Thomas has obviously confused what eventually happened with what was originally planned. The Cumberland and George’s Creek was originally planned to go all the way to the basin. It was halted at the Narrows because the B & O would not allow it to cross its tracks.

<sup>372</sup> Sanderlin, *The Great National Project*, pp. 244–245.

<sup>373</sup> *Ibid.*

According to Thomas' *History of Allegany County*, the Pennsylvania Railroad in Maryland was chartered in 1876. According to its charter, it was to run from Cumberland to the Pennsylvania line where it would connect with other branches of the Pennsylvania Railroad System. Therefore, the primary purpose of this line was not to connect the basin with the coal region, but to provide another major outlet to the major industrial cities. Up to this time the Baltimore and Ohio had been the only such outlet.<sup>374</sup> The town of Cumberland was excited over the idea of another outlet and responded by granting the Pennsylvania Railroad Company a loan of \$65,000. The proposed route of the road, however, had to cross the tracks of the Cumberland and Pennsylvania Railroad, which was owned by the Consolidation Coal Company, a subsidiary of the Baltimore and Ohio. Therefore, the Pennsylvania Railroad Company was not able to reach the canal basin until 1888. When the Pennsylvania Railroad finally reached the canal basin, it made an agreement with the Cumberland and George's Creek Railroad (which still had not been allowed to cross the Baltimore and Ohio's tracks), whereby the latter's coal was to be taken from the Narrows to the canal basin over the Pennsylvania Railroad.<sup>375</sup>

A year before the Pennsylvania Railroad reached the basin, however, the canal company had gained its long-awaited independent connection with the coal region. The independent connection was called the Piedmont and Cumberland Railroad, which ran from the West Virginia coal fields "down the Potomac valley to the south of the Baltimore and Ohio." This railroad therefore avoided the problem of having to obtain permission to cross the Baltimore and Ohio in order to reach the basin. The Piedmont and Cumberland simply "approached the basin from the other direction and easily gained the consent of the canal board to build its tracks across the waterway to a connection with the basin wharf."<sup>376</sup>

By the time the canal company gained its long-awaited independent connection with the coal region and acquired its own wharf at Cumberland, the prosperity of the canal was on the decline. The series of troubles which would end the stability and prosperity of the 1870's began with a strike by boatmen in mid-1877.<sup>377</sup> Then on November 24, the worst flood in 150 years struck the Potomac Valley and "left the canal almost a total wreck."<sup>378</sup> Repairs, however, began immediately. The state came to the aid of the canal again by passing a law in February 1878 which waived "the state's prior lien on canal property for repair bonds up to \$500,000."<sup>379</sup>

According to Sanderlin's history of the canal, the "last decade" of the canal's "independent existence" (the 1880's) was characterized by "trade stagnation, financial depression, physical dete-

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<sup>374</sup> Thomas, *History of Allegany County*, pp. 275–276.

<sup>375</sup> *Ibid.* p. 274. See also Sanderlin, *The Great National Project*, p. 253.

<sup>376</sup> Sanderlin, *The Great National Project*, pp. 253–254. The Piedmont and Cumberland eventually became known as the West Virginia Central. See Sanderlin, *The Great National Project*, p. 255. The canal company received \$3,661 for condemnation at Cumberland from the West Virginia Central in 1887. See *Sixty-First Annual Report* (1889), C & O Co., p. 6, and Appendix C: Map of the Property of the Chesapeake and Ohio Canal Company and that of the Adjacent Owners at Cumberland, Maryland, Surveyed by T. L. Patterson, C.E., 1896–98.

<sup>377</sup> Sanderlin, *The Great National Project*, p. 241. Sanderlin says that the nation-wide depression begun in 1873 finally struck the canal in 1876 causing a sharp decline in trade.

<sup>378</sup> *Ibid.*, pp. 241–242.

<sup>379</sup> *Ibid.*, pp. 242–243.

rioration, political interference and outside intrigue.” Sanderlin concludes that “the heyday of the canal had definitely passed.”<sup>380</sup>

As is well known, the great flood of 1889 sent the canal company into bankruptcy. This was the worst flood recorded in the history of the Potomac Valley up to that time. The water at Cumberland was so high in the North Branch and Wills Creek until it covered all the land between the two streams.<sup>381</sup>

Well before the great flood of 1889 forced the canal company into the hands of receivers, the town of Cumberland had developed a diversified economy no longer dependent on the ups and downs of the canal trade. Although Cumberland’s population only increased from 8,056 in 1870 to 10,693 in 1880,<sup>382</sup> the town’s diversified economy was actually developed during this rather prosperous ten year period.<sup>383</sup> Cumberland’s diversified economy was expanded in the 1880’s. In 1888, for example, a total of thirteen breweries were in operation within the town. Footer’s Dye Works, originally started in the late 1870’s, were expanded during the 1880’s. Glass-making in Cumberland also became a very productive business during the 1880’s. The expansion of Cumberland’s diversified economy continued into the 1890’s when there was even more spectacular growth.<sup>384</sup>

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<sup>380</sup> *Ibid.*, p. 248. For a quantitative view of the decline of trade on the canal during the 1880’s see Appendix I: Table (G) taken from *Sixty-First Annual Report* (1889) C & O Co., p. 23, showing Number of Boats cleared With Coal From the Port of Cumberland During the Years 1870–1888.

<sup>381</sup> Sanderlin, *The Great National Project*, p. 256.

<sup>382</sup> For population figures for 1870 and 1890 see William D. Paisley, *Cumberland, Md.* (Cumberland: Arthur Shriver & Co., Printers, 1891), p. 3.

<sup>383</sup> Stegmaier, *Alleghany County: A History*, p. 212. The national depression reached Cumberland in mid-1870’s, but the town had recovered by 1878 or 1879. See Stegmaier, *Alleghany County: A History*, p. 215.

<sup>384</sup> *Ibid.*, pp. 215–220.

## CHAPTER XI

### Cumberland and the Final Years of the Canal, 1890–1924

The flood of 1889 left the canal “a total wreck.”<sup>385</sup> Soon after the extent of the damage was known, the residents of Western Maryland began to debate the future of the canal. The residents of Cumberland still believed that the canal had a future. On the other hand, Western Marylanders who lived in towns removed from the influence of the canal, such as Hagerstown, argued that that portion of the canal above Williamsport should be sold to the Western Maryland Railroad so that it could compete with the Baltimore and Ohio for the coal trade.<sup>386</sup> There was also talk that perhaps the West Virginia Central or the Pennsylvania Railroad would be interested in using the canal for a railroad down the towpath.<sup>387</sup>

Support for the restoration of the canal, however, soon began to gain momentum. At Cumberland, the Maryland Canal Union and the *Cumberland Evening Times* came out in favor of the state operating the canal “as a free public highway, in imitation” of the Erie Canal.<sup>388</sup>

The directors of the canal company, however, soon admitted that they could not raise the necessary funds to repair the canal. Since the Baltimore and Ohio Railroad Company had become the majority holder of both of the 1878 and 1844 bonds, it was now in a position to decide the fate of its long-time rival. The railroad company decided to restore the canal in order to prevent a forced sale which might have resulted in the purchase of the canal by a competing railroad. The Baltimore and Ohio petitioned the Washington County Circuit Court and the District of Columbia Court to appoint receivers for the canal company. Both courts accepted the railroad’s petition. Receivers were appointed “under the mortgage of 1844 to restore and operate” the canal.<sup>389</sup>

“One of the first tasks of the receivers was to ‘ascertain and report to the Court’ exactly what property the canal company owned in Maryland and the District of Columbia, ‘and also to ascertain and report what leases’ had been made ‘and on what terms.’”<sup>390</sup> On June 9, 1890, the receivers reported that the canal company owned the following properties within the city of Cumberland:

Lot No. 1	On Wineow Street, Lot unimproved.
Lot No. 2	West Side Basin Wharf, dwelling occupied by Mrs. McIntyre, rent unknown.
Lot No. 3	On Wineow Street South of Canal Wharf, leased to A. Willison, rent per annum \$100.00.
Lot No. 4	West Side Canal Basin, Ground for Lumber Yard, Martins Bros. rent unknown.
Lot No. 5	On Wineow St., old Blacksmith’s shop, which ‘tis thought

<sup>385</sup> Sanderlin, *The Great National Project*, p. 257.

<sup>386</sup> *Ibid.*, p. 260.

<sup>387</sup> *Ibid.*, pp. 261–262.

<sup>388</sup> *Ibid.*, p. 262.

<sup>389</sup> *Ibid.*, pp. 263–266. Receivers were appointed on March 3, 1890.

<sup>390</sup> Second Report of Receivers, June 9, 1890, “Exhibit A,” in C & O Co. Receivership Papers, Washington County Courthouse, Hagerstown, Maryland.

	has been abandoned.
Lot No. 6	Coal Wharf, known as Walsh & McKaig's over Basin Wharf, for which Canal Company paid, with land attached, one hundred thousand dollars.
Lot No. 7	Adjoining Coal Wharf, Company's Brick Office and Frame Stable.
Lot No. 8	North of West end of Wharf, frame building valued at \$3,000.00.
Lot No. 9	North of Feeder Lock, Boat Yard, Lockhouse and Collector's Office.
Lot No 9¼	North of Feeder Lock, Saloon, Ice House, etc., Theo. Ogle, lessee, Rent per annum: \$36.00.
Lot No. 9½	Coal Yard, near Basin Wharf, W. T. Coulehan, rent unknown.
Lot No. 9¾	Mule Shed, supposed to belong to C & O C Co.
Lot No. 10	Lot [of] ground in West Virginia, at West end of Cumberland Dam.
Lot No. 11	At Evitts Creek Aqueduct, small frame house owned by C & O, value about \$300.00.
Lot No. 11½	Water rent, B & O Railroad Company, Cumberland Basin, on Canal Books at \$50.00 per annum. <sup>391</sup>

The receivers soon admitted that the amount of money required to repair the canal would probably never be repaid from the anticipated income of the canal. Therefore, Judge Alvey of the Washington County Circuit Court decided to issue a sale order. In the meantime, however, the receivers changed their minds about the repair costs and let it be known that they were ready to begin the restoration of the waterway. Eventually, Judge Alvey ordered the sale of the canal, but the "suspended it on the condition that the trustees of 1844 [the Baltimore and Ohio] promptly restore the canal."<sup>392</sup>

The canal was not fully restored until September 1891. According to Sanderlin's history of the canal, "the canal trade recovered quickly, but was unable to expand beyond the low averages of the eighties."<sup>393</sup>

In 1894, the Baltimore and Ohio established the Chesapeake and Ohio Transportation Company. The company immediately signed a contract with the receivers. The contract specified that the company would provide boats to carry on the canal trade as long as the receivers kept the canal in good working order.<sup>394</sup> In 1902, the receivers, in conjunction with the Consolidation Coal Company (a subsidiary of the Baltimore and Ohio), moved to establish complete control of

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<sup>391</sup> *Ibid.*

<sup>392</sup> Sanderlin, *The Great National Project*, p. 266.

<sup>393</sup> *Ibid.*, p. 267.

<sup>394</sup> *Ibid.* The court ratified this contract despite the state's protest.

freight rates by organizing the Canal Towage Company. This new company was to supply “the boats, teams and equipment” as well as set up “a regular schedule for the boatmen to follow.”<sup>395</sup>

In 1894, the grace period under Judge Alvey’s order for the sale of the canal was extended until 1901. Later the grace period was extended until 1905. After that year, it “was automatically extended each year upon evidence that the canal was not operating at a loss.”<sup>396</sup>

According to Sanderlin’s history of the canal, the Baltimore and Ohio was in receivership from 1896–1907. For part of that period (1899–1901) the Baltimore and Ohio was under the control of the Pennsylvania Railroad.<sup>397</sup> During the period in which the Baltimore and Ohio was under the control of the Pennsylvania Railroad, Baltimore City sold its control of the Western Maryland Railroad to a syndicate connected with Jay Gould. The West Virginia Central Railroad (formerly the Piedmont and Cumberland) had also been purchased by a syndicate connected with Gould. Gould’s aim in purchasing these two roads was to create one unbroken line from east to west.<sup>398</sup>

The new owners of the Western Maryland Railroad requested permission from the Maryland Board of Public Works in 1903 to extend its line from Williamsport to Cumberland “crossing and recrossing the canal enroute.” The state approved the request despite the protests from the receivers.<sup>399</sup> Eventually, the receivers would receive sizeable payments from the Western Maryland for abutment sites along the canal. The new road crossed the canal a total of seven times within Allegany County.<sup>400</sup> The road was completed to Cumberland in 1906.<sup>401</sup>

At Cumberland, the Western Maryland connected with the West Virginia Central and handled the coal brought from the mines by that railroad.<sup>402</sup> Since both railroads were owned by Gould syndicates, the West Virginia Central was eventually absorbed into the Western Maryland.<sup>403</sup>

In 1910 the Western Maryland began construction to extend its line from Cumberland westward to Connellsville, Pennsylvania to connect with the Pittsburg and Lake Erie Railroad. In order to get out of Cumberland, it had to proceed through the Narrows above Cumberland. The Narrows was already occupied by several railroads, the old National Road, and a public highway. The Western Maryland managed to get through the Narrows by purchasing the Cumberland and

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<sup>395</sup> *Ibid.*, pp. 268–269. The Consolidation Coal Company had been controlled by the B & O since 1876. According to Sanderlin, the Canal Towage Company established regularity, but pretty much destroyed the independent boatmen.

<sup>396</sup> *Ibid.*, p. 268.

<sup>397</sup> *Ibid.*, pp. 273–275.

<sup>398</sup> *Ibid.*, p. 273.

<sup>399</sup> *Ibid.* The Western Maryland had been completed to Williamsport as early as 1873.

<sup>400</sup> *Ibid.*, p. 274. See also Appendix D: Map of Western Maryland R. R., Cumberland Extension, May 1903. The new road crossed the canal twice in Cumberland. See also Allegany County Land Records, Liber 97, folios 90–93 (submitted as Appendix L).

<sup>401</sup> Thomas, *History of Allegany County*, p. 273. See also Stegmaier, *Allegany County: A History*, p. 221. According to Stegmaier, with the completion of the Western Maryland in 1906, Cumberland “was served by five railroads.”

<sup>402</sup> *Ibid.*

<sup>403</sup> Stegmaier, *Allegany County: A History*, p. 221.

George's Creek, which was one of the railroads passing through the Narrows. The Western Maryland reached Connellsville in 1912.<sup>404</sup>

In the meantime, the state of Maryland had sold all of its canal company stock in 1904. Much of this stock was purchased by the Western Maryland. Jay Gould's syndicates went into receivership, however, in 1907 and the Western Maryland's canal stock was acquired by the Baltimore and Ohio. Thus by 1907, the Baltimore and Ohio Company had once again become an independent entity. After 1907, according to Sanderlin, "the relationship between the canal and the railroad returned to the status of 1895."<sup>405</sup>

Between 1907 and 1924 the receivers sold various canal properties from time to time.<sup>406</sup> A sizable amount of these properties were located in Cumberland. On August 8, 1910, the receivers sold a large chunk of canal property in Cumberland to the Baltimore and Ohio Railroad Company. Included in this sale were: the canal company's Basin Wharf; all of the canal company's land lying between the Basin Wharf and the Baltimore and Ohio's mainline; a small part of the Shriver Basin lying north of the Basin Wharf; and most of the Shriver Basin lying south of the Basin Wharf.<sup>407</sup> Also on August 8, 1910, the receivers sold most of Shriver Basin lying north of the Basin Wharf to Footer's Dye Works. This sale also included part of the old Hoyer Mill Race from just above its junction with the Main Basin up to the "brick bridge" where the stream passed under Mechanic Street.<sup>408</sup> On the same day the receivers also sold a small tract near the head of the Little Basin to one Isaac Hirsch.<sup>409</sup> In 1912 the Little Basin and all of the canal company's property lying between the Little Basin and Wills Creek was sold to the Western Maryland Railroad. At the same time the Western Maryland Company was granted the right to construct its railroad over the guard and inlet locks<sup>410</sup> and across Dam 8 and the Potomac River to the West Virginia shore. The deed stated that the proposed railroad was to be constructed over the canal locks in such a manner "as not to interfere with the maintenance and operation" of the locks. The deed indicated that the Western Maryland planned to "fill in" the Little Basin.<sup>411</sup>

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<sup>404</sup> Thomas, *History of Allegany County*, p. 273. At Connellsville it made connection with the Pittsburg and Lake Erie (part of the New York Central System) which gave the Western Maryland through lines to Chicago and the Great Lakes.

<sup>405</sup> Sanderlin, *The Great National Project*, pp. 274–275.

<sup>406</sup> *Ibid.*, p. 275.

<sup>407</sup> *Ibid.* See also Appendix C; and Allegany County Land Records, Liber 111, folios 564–565 (submitted as Appendix M). In 1896 and 1900 the Baltimore and Ohio and the West Virginia Central constructed short tracks over the Basin Wharf to connect the West Virginia Central with the Baltimore and Ohio's main line. In 1900 plans were developed for the construction of a new canal wharf to be located below Merten's Boatyard. The new wharf was apparently never built. See Appendix E: Map showing B & O Railroad Connections with the West Virginia Central over the Canal Co.'s wharf and proposed new wharf for C & O Canal Co. at Cumberland, Maryland, July 1900.

<sup>408</sup> See Appendix C. See also Allegany County Land Records, Liber 106, folios 485–487 plus map (submitted as Appendix N).

<sup>409</sup> See Appendix C. See also Allegany County Land Records, Liber 106, folio 511 plus map (submitted as Appendix O).

<sup>410</sup> The deed refers to the locks as "the feeder lock and lift lock." The center line of the proposed railroad was to cross "the Northern Wall of said feeder lock at a distance of sixty-one and seven-tenths (61.7) feet, measured along the face of said wall from the face of the river wall thereof" and was to cross the "Southern wall of the lift lock at a distance of fifty-one and eight-tenths (51.8) feet, measured along the face of said walls from the face of the river wall thereof."

<sup>411</sup> See Appendix C. See also Allegany County Land Records, Liber 111, folios 412–415 (submitted as Appendix P).



The wholesale disposal of canal properties in Cumberland in the early twentieth century naturally brought about changes in the physical appearance of the basin area. By 1916, the Shriver Basin had apparently been filled in and the canal company's large Basin Wharf had disappeared. The old Consolidation Coal Company Wharf at the entrance to what was once the Shriver Basin was still remaining and apparently handled all of the boats arriving and leaving Cumberland. Most of the Little Basin had also been filled in.<sup>412</sup> The Western Maryland Company apparently filled in this part of the basin area in 1912 when it built its railroad over the locks and across the Potomac to West Virginia. It is quite possible that this new line was constructed partially within the filled in basin area. Thomas F. Hahn's *Towpath Guide* states that the Western Maryland's 1913 passenger station, which is still standing,<sup>413</sup> was built within the canal basin. The maps shown in Appendices C and F, and the 1912 deed between the receivers and the Western Maryland Company indicates that the station could have been erected on that portion of the Little Basin which had been filled in by the Western Maryland in 1912.<sup>414</sup> According to one source that part of the Little Basin lying just below the Western Maryland Station and just above the canal locks was not filled in until around World War I or shortly afterwards.<sup>415</sup>

In the meantime, the town of Cumberland had continued its steady industrial expansion. The town's population increased from 10,693 in 1880 to 12,729 in 1890. In the latter year the county reported a population of 41,571.<sup>416</sup>

A big boost to Cumberland expanding economy in the early 1890's was caused by the construction of the Baltimore and Ohio's terminus and yards in the town. The town's residents had voted to offer the railroad company an interest free loan and a tax exemption to expand its operations at

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<sup>412</sup> See Appendix F: Right of Way & Track Map, Cumberland & Pennsylvania R. R. Co., Cumberland Wharf, July 2, 1916.

<sup>413</sup> The station was listed on the National Register of Historic Places in 1973. See *National Register of Historic Places Inventory—Nomination Form for the Western Maryland Railway Station at Cumberland* (Annapolis: Maryland Historic Trust), 1973.

<sup>414</sup> Thomas F. Hahn, *Towpath Guide to the C & O Canal, Section Four, Fort Frederick to Cumberland* (Glen Echo, MD: Thomas Hahn, Printer, 1973), pp.64–65. See also Appendices C, F and P. Although Hahn may be correct in stating that the Western Maryland station was constructed within the basin, he is apparently mistaken in regards to how far north of the station the basin originally extended. According to Hahn, the basin originally "extended beyond Baltimore St. to include [the] Algonquian Hotel, [the] parking area in [the] rear and [the] flat beyond." Since the Algonquian Hotel is across Wills Creek and there was no aqueduct to carry the canal across the creek it was impossible for the canal basin to physically extend "beyond Baltimore St. to include [the] site of [the] Algonquian Hotel." It was possible, however, for the canal basin to extend beyond Baltimore Street on the east side of the creek, and Hahn probably meant to say that the basin simply extended beyond Baltimore Street. Such a statement, however, would also have been incorrect. The basin never extended beyond Baltimore Street, although some Cumberland residents still think that it once did. This widespread belief is probably based on the fact that canal boats were once loaded at docks on Wills Creek behind Number 10 Baltimore Street. When loaded the boats would be floated to the canal locks just below the Western Maryland passenger station and let into the canal. I have looked at maps of Cumberland and the basin area for the years 1853, 1873, 1890, 1896-98, 1906 and 1916 and all of them show that the canal basin (Little Basin) ended well below Baltimore Street. See for example Appendices B, C and F. The loading docks that once existed on Wills Creek behind Number 10 Baltimore Street are identified on a map in the possession of Cumberland historian Herman J. Miller. A short article on these loading docks can be found among the C & O Canal newspaper clippings in the Appalachian Collection at the Allegany Community College Library (a copy is submitted as Appendix Q).

<sup>415</sup> Interview with Herman J. Miller, Historian, Cumberland, Maryland, September 21, 1978.

<sup>416</sup> William D. Paisley, *Cumberland, Md.* (Cumberland: Arthur Shriver & Co., Printers, 1891), p. 3. See also Stegmaier, *Allegany County: A History*, p. 203.

Cumberland. The railroad company accepted the loan and purchased a ninety acre site in South Cumberland where it proceeded to construct a terminus for three divisions of its road. In addition, the repair shops located in Martinsburg, Keyser and Piedmont were all removed to South Cumberland. The Baltimore and Ohio's facilities in South Cumberland included a large roundhouse and a yard large enough to handle 3,000 railroad cars. The Baltimore and Ohio employed over 2,000 workers at the facilities in 1906.<sup>417</sup>

One can get a glimpse of the scope of Cumberland's growth in the early 1890's by reading William D. Paisley's small pamphlet written in April 1891 and entitled *Cumberland, Md.* According to Paisley, Cumberland in 1891 was "the second city in size and importance in the state of Maryland." Cumberland in 1891, however, was "not a boom town." Its growth, according to Paisley, was "due to its possession of varied and unlimited raw materials, and superior facilities for manufacturing and transportation," and was "the result of years of steady growth."<sup>418</sup>

Concerning the town's municipal facilities, Paisley said that its water supply was "obtained from several springs situated in the bed of the Potomac River." The water was "distributed throughout the City by the Holly system." The town's sewerage was "carried away partly by underground drains and partly by surface gutters." The streets (except for "some of the alleys and outlying streets") were generally of Cobble stone; but recently in the business section" some of the streets had been paved "with vitrified—fire brick." The first "five miles of electric street railway" (trolley) was expected to be opened on July 1, 1891. The city was "lighted both by gas and electricity."<sup>419</sup>

According to Paisley, there were eighteen churches in Cumberland in 1891. The town's population, which had been only 8,056 in 1870 and 10,693 in 1880, had increased to 12,729 in 1890. Paisley felt that "the moving of the Baltimore and Ohio Railroad Shops to the City" would "bring it [the city] a permanent addition of 1000 mechanics and other high-grade working men," and would "cause an increase of from 4,000 to 5,000 in the population." The Baltimore and Ohio "shops" would "be running in less than one year."<sup>420</sup>

Concerning the various kinds of business activity going on in the town, Paisley said that "every branch of trade common to the Middle States" was "represented in Cumberland." The "chief interests," however, were "banking, merchandising, coal, lumber, glass, leather, iron and steel." In 1891 Cumberland had "over forty factories." They included "glass and steel works, flouring and planing mills, breweries and distilleries, carriage and cigar factories, furniture and cement works, tanneries, marble yards, a pulp and paper mill, and so on." Several more industries were presently "building their plants," and Paisley predicted that "within two years the City's manufacturing business" would "be four times as great" as it was in 1891.<sup>421</sup>

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<sup>417</sup> Stegmaier, *Alleghany County: A History*, pp. 217–219.

<sup>418</sup> Paisley, *Cumberland, Md.*, p. 1.

<sup>419</sup> *Ibid.*, pp. 2–3.

<sup>420</sup> *Ibid.*, pp. 3–4.

<sup>421</sup> *Ibid.*, pp. 4–6.

In addition to the manufacturing concerns operating in Cumberland in 1891, the town also had “nine hotels” and “numerous excellent boarding houses, both public and private.” The town also had “two daily newspapers” and “four weeklies.”<sup>422</sup>

According to Paisley, real estate was also a growing business at Cumberland. Since “the central section” of Cumberland was already “quite compactly built up,” most of the real estate development was on the fringes of the city. In 1891 there were “several tracts of land ranging in area from twenty-five to three hundred acres,” that were “about to be laid out for the accommodation of dwellings and industrial enterprises.” The “chief of these” were “the Johnson, Stewart and Walsh, and the Walsh properties.” The Johnson, Stewart and Walsh tract would be subdivided into residential lots. a “prominent feature of this addition to Cumberland” would “be a perfectly graded drive one hundred feet in width and several miles in length.” On the other hand, the Walsh property would be more suited for factories. It was “situated partly within and partly beyond the City’s limit, and on the Chesapeake and Ohio Canal and the Baltimore and Ohio Railroad.”<sup>423</sup>

The population of Cumberland increased from 12,729 in 1890 to 17,128 in 1900. This was the largest percentage increase in the town’s population up to that time. The town’s economy was hurt somewhat by the Panic of 1907 but it soon recovered.<sup>424</sup>

Cumberland’s population increased from 17,128 in 1900 to 21,839 in 1910. Cumberland also continued to expand physically. The area of the city presently lying between Williams Street and Oldtown Road was developed by the Cumberland Heights Improvement Company in 1913. In the same year, the area called Campobello or Camp Hill (in the vicinity of Allegany High School) was also developed. A year later, the city annexed a very large area known as Egypt. This area was located just south of the railroad shops and extended from the Baltimore and Ohio tracks to the canal. The Humbird family had subdivided the land in the late 1890’s to make way for worker’s housing. After the area was annexed, it was generally referred to as the Humbird Division.<sup>425</sup>

The annexation of various outlying areas caused Cumberland’s population to increase from 21,839 in 1910 to 29,837 in 1920. During the latter part of this decade the economy of the town was aided particularly by the arrival of the Kelly-Springfield Tire Company plant between 1916–1920.<sup>426</sup>

By 1920 downtown Cumberland had all the appearance of a prosperous and growing Western Maryland town. Harry Stegmaier has written the following description of Baltimore Street in downtown Cumberland in 1920:

The Main Street [Baltimore Street] is bordered by two railroads, the B & O on the east and the Western Maryland at the Wills Creek end. The latter’s elevated 2-story red brick passenger depot,

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<sup>422</sup> *Ibid.*, p. 12.

<sup>423</sup> *Ibid.*, pp. 12–13. Paisley was in the real estate business. Reference to the real estate boom in Cumberland during the 1890’s is also made in Stegmaier, *Allegany County: A History*, p. 221.

<sup>424</sup> Stegmaier, *Allegany County: A History*, p. 221.

<sup>425</sup> Stegmaier, *Allegany County: A History*, p. 232.

<sup>426</sup> *Ibid.*

with its wooden platform shelters and pedestrian tunnel to Tracks 2 and 3, sits right along the edge of Wills Creek. Just below the passenger depot, bordering Mechanic Street, is the railroad's freight depot, built of corrugated iron with a plank roof.

Walking east on Baltimore Street, towards Mechanic Street, one sees on the south side several retail shops, and on the north side the Olympia Hotel. . . . At the corner of Baltimore and Liberty streets stands the modern Fort Cumberland Hotel. . . . Between Liberty and Centre streets, on the north side there are retail stores and another hotel, and on the south side three banks, the Second National Bank, the Liberty Trust Bank, and the Third National Bank. The latter leases its rear rooms on Centre Street to the Cumberland and Westernport Electric Railway, which maintains . . . an express office and a waiting room. On the northeast corner of Baltimore and Centre streets stands St. Paul's English Lutheran Church. Farther up Baltimore Street on the north side are Rosenbaum's and the McMullen Brothers department stores. On the south side are a dance hall, the *Cumberland News* building, the Empire and Belvedere theaters, and the First National Bank Building at the corner of Baltimore and South George streets. Between George Street and the B & O R. R. tracks stands the old Windsor Hotel, and next to the tracks, the huge Kenneweg Company grocery warehouse. Opposite the warehouse is the Plaza Hotel. The Baltimore Street railroad crossing is guarded by a watchman as are all the other B & O R. R. crossings in the downtown area. Looking right from Baltimore Street we see the elegant Queen City Station.<sup>427</sup>

According to Stegmaier's history of Allegany County, the new industries (such as Kelly-Springfield) which came to Cumberland around 1920 proved to be of a long-range benefit to the town's economy. This was true because by 1920 the coal and timber resources of the area west of Cumberland were nearly exhausted. According to Stegmaier, 1920 would "be the last prosperous year for the coal industry."<sup>428</sup> The closing of the Canal after the flood of 1924 coincided with the end of the coal era of Western Maryland's history.<sup>429</sup>

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<sup>427</sup> *Ibid.*, pp. 302–303.

<sup>428</sup> *Ibid.*, p. 233.

<sup>429</sup> *Ibid.*, p. 234.

## CHAPTER XII

### Cumberland and the Remains of the Canal, 1924–1978

The economic prosperity of Cumberland was not immediately hurt by the decline of the Western Maryland mines. The closing of the canal in 1924 also had little influence upon the town's prosperity. As explained earlier, the town of Cumberland had developed an economy divorced from the ups and downs of the canal trade as early as the late 1860's and early 1870's. When the productivity of the Western Maryland mines began to fall after 1920, Cumberland's diversified industries continued for a time to insure the economic prosperity of the town. In fact, the period from 1920 to 1929 has been called Cumberland's "Last Great Boom Era."<sup>430</sup>

Since the Great Depression, Cumberland has seen little dramatic growth, although for years it remained Maryland's second largest city.<sup>431</sup> Although the city did attract some new industry in the 1950's, its economic well being has generally been on the decline since World War II.

Cumberland's economic decline since World War II can be attributed in a small degree to the general decline of the railroads. The Consolidation Coal Company left the Cumberland area in 1944. Its railroad, the Cumberland and Pennsylvania, was sold to the Western Maryland, which immediately got rid of the Cumberland and Pennsylvania repair shops at Mount Savage.<sup>432</sup>

The Baltimore and Ohio, which had been ailing financially for some time, was merged with the more healthy Chesapeake and Ohio Railroad to form the Chessie System in 1963.<sup>433</sup> All Baltimore and Ohio passenger service to and from Cumberland was ended on May 1, 1971. Soon afterwards, the Baltimore and Ohio's beautiful Queen City Depot was torn down.<sup>434</sup> The Baltimore and Ohio's freight station was also torn down in the 1970's.<sup>435</sup>

Although the Western Maryland passenger depot is still standing, all passenger service to and from Cumberland was ended in 1958.<sup>436</sup> The Western Maryland freight station was torn down during the 1970's.<sup>437</sup> In the mid-1970's the financially ailing Western Maryland Railroad also became a part of the Chessie System.<sup>438</sup>

The other major railroad line that had served the area for many years, the Pennsylvania Railroad, abandoned its line leading from Cumberland to Altoona, Pennsylvania in the early 1970's.<sup>439</sup> Af-

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<sup>430</sup> Stegmaier, *Allegheny County: A History*, p. 302. Chapter eleven of Stegmaier's book is entitled "The Last Great Boom Era, 1920–1929." The boom was ended by the Great Depression of 1929.

<sup>431</sup> In 1940 the city's population was 37,747. See *Maryland, A Guide to the Old Line State*, compiled by workers of the Writer's Program of the Works Projects Administration in the State of Maryland (New York: Oxford University Press, 1940), p. 262.

<sup>432</sup> Stegmaier, *Allegheny County: A History*, p. 420.

<sup>433</sup> *Ibid.*

<sup>434</sup> *Ibid.*, pp. 421–423. Since 1971, however, Amtrak has established a run from Washington to Parkersburg, West Virginia via Cumberland.

<sup>435</sup> *Ibid.*, p. 419.

<sup>436</sup> *Ibid.*, p. 421.

<sup>437</sup> *Ibid.*, p. 419.

<sup>438</sup> *Ibid.*, p. 420.

<sup>439</sup> *Ibid.* When the Western Maryland became a part of the Chessie System, the Western Maryland shops at nearby Ridgeley, West Virginia were abandoned.

ter the departure of the Pennsylvania Railroad, Cumberland was left with only one railway line, the Chessie System.

Cumberland has been fortunate in that the Chessie System has remained a prosperous railroad and has therefore remained a major employer in the city and county. The Evitts Creek yard, built by the Baltimore and Ohio in the 1950's and the diesel repair facilities located in South Cumberland, attest to the importance of the Chessie System to the economy of Cumberland and Allegany County.<sup>440</sup>

As for the Chesapeake and Ohio Canal in Cumberland, suffice it to say that it has to a large extent disappeared since the canal was closed in 1924. Cumberland has always been plagued by floods. The flood of 1936, for example, sent water roaring from Wills Creek “over nearly five square miles of the city.” One person was killed, and many persons were seriously injured. Property damage amounted to over \$2,000,000. A much less serious flood the following year caused property damages of over \$100,000.<sup>441</sup> Therefore, in 1949, the Army Corp of Engineers began a flood control project at Cumberland that covered over what had remained of the canal's Main Basin at Cumberland.<sup>442</sup> The only remains of the canal in the area that once was the basin are: the ruins of the parallel locks which served as the guard and feeder locks; a small hollow area indicating a part of the basin; and the ruins of the stone abutment for Dam 8. At the southern end of what was the basin area a long concrete waste weir can still be seen. A short distance below the waste weir the masonry piers of the stop gate to the basin area can also still be seen. The towpath and canal bed from the above mentioned waste weir northward to the parallel locks has been covered by thirty feet of landfill as a result of the flood control project. On the other hand, the towpath and canal bed remain virtually undisturbed from the waste weir southward to the Cumberland city limits just above Wills Creek.<sup>443</sup>

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<sup>440</sup> *Ibid.*, p. 241.

<sup>441</sup> *Maryland, A Guide to the Old Line State*, p. 263.

<sup>442</sup> Stegmaier, *Allegany County: A History*, p. 431. The project also built a new dam on the North Branch to replace the canal's Dam No. 8.

<sup>443</sup> Personal inspections, June 8 and September 20, 1978. See also *Chesapeake and Ohio Canal National Historical Park, District of Columbia/Md.—General Plan* (Washington: NPS, 1976), pp. 77–78; and Hahn, *Towpath Guide to the C & O Canal*, pp. 63–65.

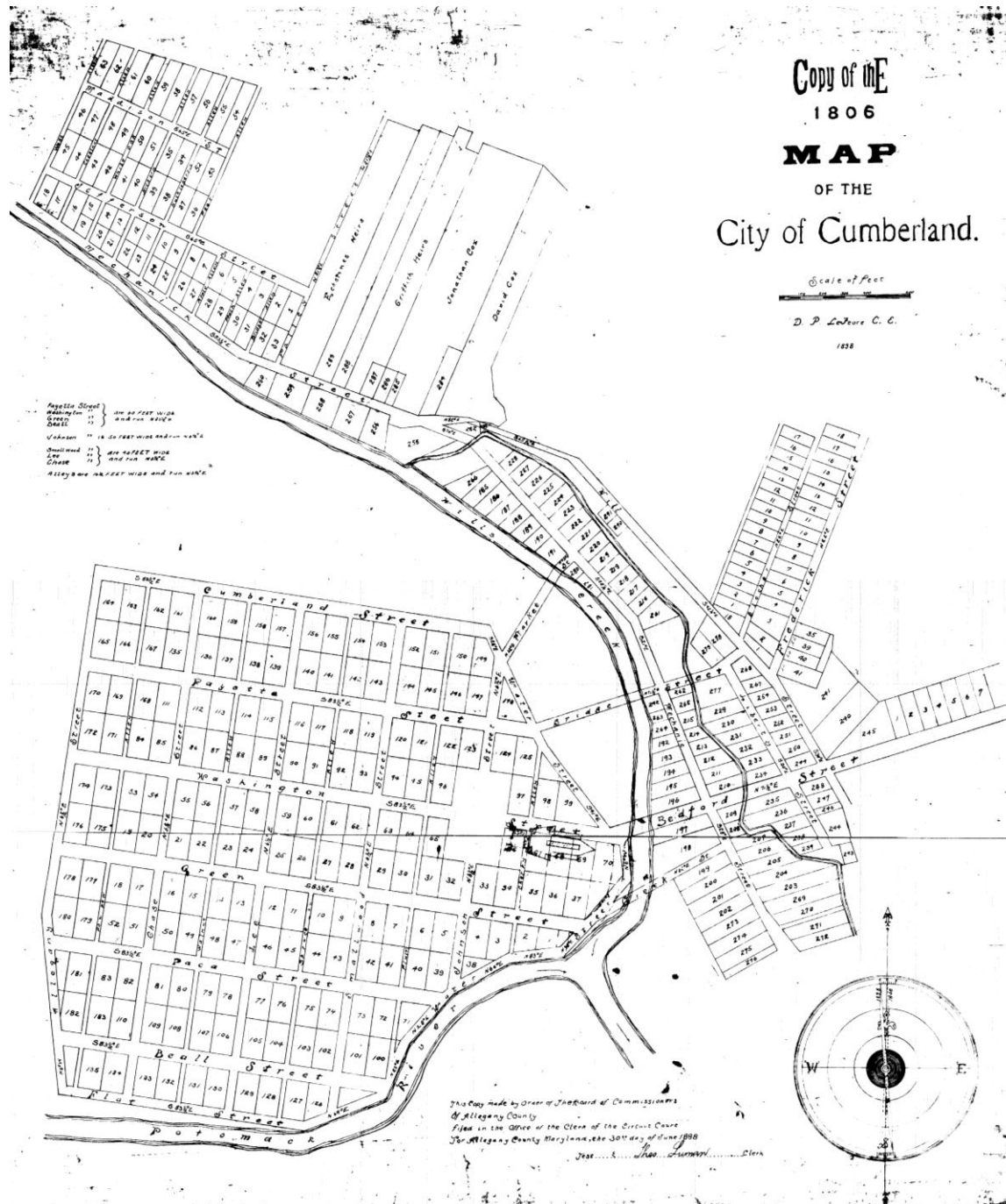
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## Appendix A

Map of Cumberland, 1806 [From Lowdermilk's *History of Cumberland*]

## Appendix B

Mackall Map drawn in 1890 from original deeds. Shows original owners of property purchased by the canal company from Evitts Creek to Cumberland.

[NOTE: This map is not available in this edition of the Historic Resource Study]

## Appendix C

Map of the Property of the Chesapeake and Ohio Canal Company and that of the Adjacent Owners at Cumberland, Maryland, Surveyed by T. L. Patterson, C. E., 1896–98.

[NOTE: This map is not available in this edition of the Historic Resource Study]

## Appendix D

Map of Western Maryland R.R., Cumberland Extension, May 1903.

[NOTE: This map is not available in this edition of the Historic Resource Study]

## Appendix E

Map showing B & O Railroad Connections with the West Virginia Central over the canal co.'s wharf and proposed new wharf for C & O Canal Co. at Cumberland, Maryland.

[NOTE: This map is not available in this edition of the Historic Resource Study]

## Appendix F

Right of Way & Track Map, Cumberland & Pennsylvania R.R. Co. Cumberland Wharf, July 2, 1916.

[NOTE: This map is not available in this edition of the Historic Resource Study]

## Appendix G.

Map of the Property of the C & O Canal Company, Cumberland, Maryland from the Main Basin to the Stop-Gate, Surveyed by T. L. Patterson, C.E., 1896–98.

[NOTE: This map is not available in this edition of the Historic Resource Study]

## Appendix H

Table (I.) taken from the *Forty-Seventh Annual Report* (1875) C & O Co., p. 37, showing Number of Boats cleared from Port of Cumberland with Coal for the years 1870–74; and the Number of Boats loaded at the several Wharves in Cumberland, in the years 1872, 1873 and 1874.

*Number of Boats cleared from Port of Cumberland with Coal for the years 1870, 1871, 1872, 1873 and 1874.*

Years	No. of Boats	Coal		Average of Boats	
		Tons	Cwt.	Tons	Cwt
1870	5,537	606,707	19	109	13
1871	7,801	848,200	08	108	17
1872	7,412	814,365	09	109	18
1873	7,126	797,838	06	112	00
1874	7,378	836,997	19	113	13

*Number of Boats loaded at the several Wharves in Cumberland in the years 1872, 1873 and 1874.*

Years	Potomac Wharf	Walsh and McKaig's Wharf	Consolidation Company's Wharf
1872	2,333	3,241	1,834
1873	2,145	3,735	1,228
1874	1,428	3,456	2,494



## Appendix I

Table (G) taken from *Sixty-First Annual Report* (1889) C & O Co., p. 23, showing Number of Boats Cleared With Coal From the Port of Cumberland During the Years 1870–1888.

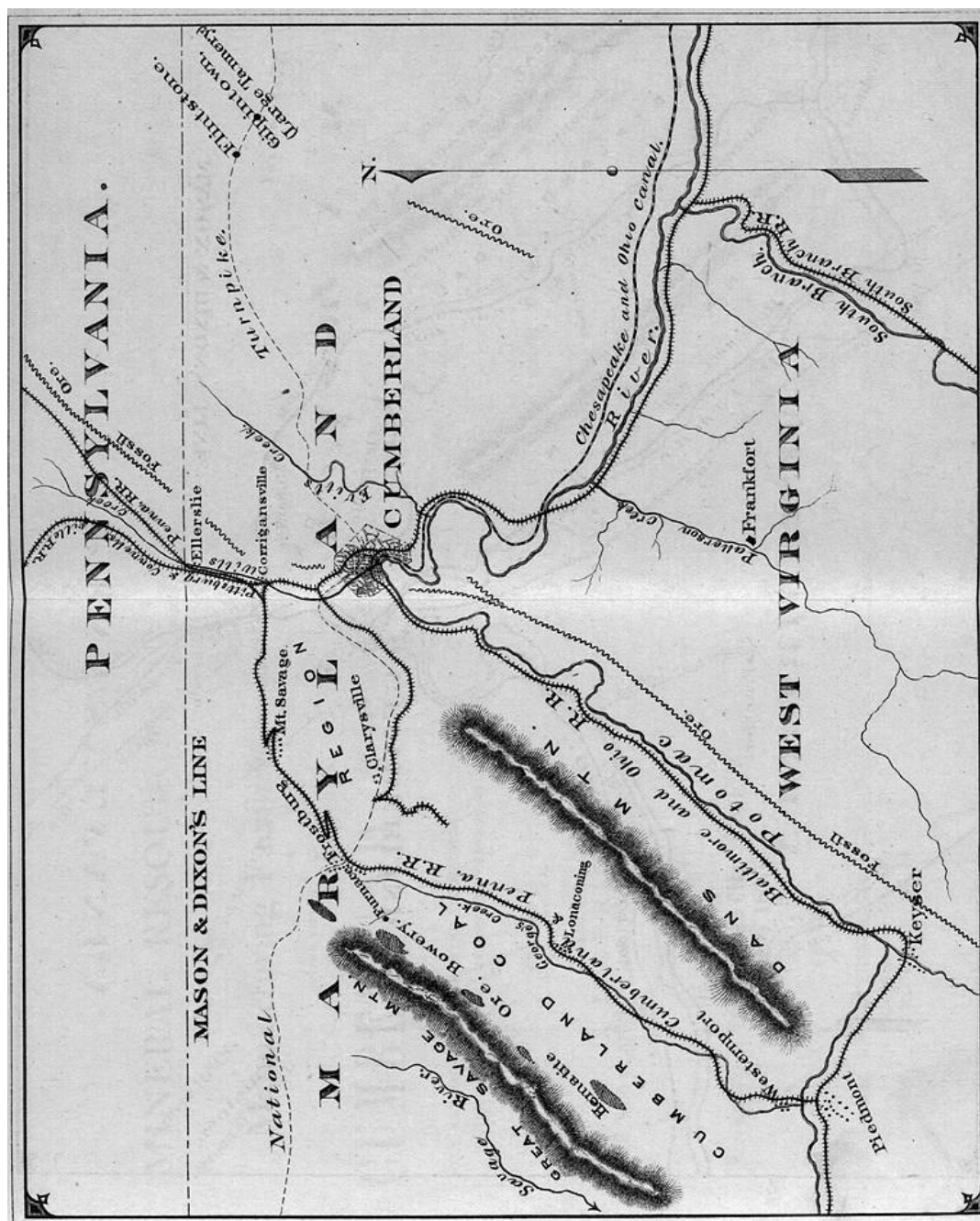
*Number of Boats Cleared with Coal from the Port of Cumberland  
During the Years 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879,  
1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887 and 1888.*

Years	Boats	Coal		Average of Boats	
		Tons	Cwt	Tons	Cwt
1870	5537	606,707	19	109	13
1871	7801	848,200	08	108	17
1872	7412	814,365	09	109	18
1873	7126	797,838	06	112	
1874	7378	836,997	19	113	13
1875	7995	904,898	07	113	06
1876	5700	654,409	14	114	19
1877	5380	603,096		112	05
1878	5525	630,293	12	114	13
1879	4627	522,904		113	02
1880	5464	615,423		112	15
1881	4667	521,189		111	15
1882	2803	316,648		113	
1883	6283	707,466	01	112	15
1884	3378	378,352	13	112	
1885	3559	398,012		111	16
1886	2699	295,415	04	109	12
1887	2538	277,688	17	109	10
1888	2518	286,813		114	



## Appendix K

Map showing Cumberland's Connection with the Coal Region in 1875; taken from C. J. Orrick's pamphlet *The Mineral Resources and Manufacturing Facilities of the City of Cumberland, Md.*, 1875.<sup>445</sup>



<sup>445</sup> Map courtesy <http://www.whilbr.org/AlleganyMinerals1875/index.aspx>

## Appendix L.

Allegany County Land Records, Liber 97, folios 90–93 containing deed made between the canal company receivers and the Western Maryland Railroad for various “crossings” of the canal in Allegany County, 1905.

HIGH L. BOND, Jr. & BENJ. A. RICHMAND, Trustees  
TO  
WESTERN MARYLAND RAILROAD Co.

DEED

Filed and Recorded March 11<sup>th</sup> 1905 at 4:30 P.M.

THID DEED, Made this Ninth day of March, 1905, By and Between Hugh L. Bond, Jr., Benjamin A. Richmond, Special Trustees, parties of the first part, and the Western Maryland Railroad Company, a railroad corporation legally incorporated under the laws of Maryland, party of the second part: WITNESSETH:

WHEREAS, By a decree of the Circuit Court for Washington County, Maryland, dated the 26<sup>th</sup> day of January, 1905, and passed in a cause wherein George S. Brown and others are plaintiffs, and the Chesapeake and Ohio Canal Company and others are defendants, the same being Number 4191 and 4198 Consolidated Equity Causes in said Court, the said Hugh L. Bond, Jr. and Benjamin A. Richmond were appointed Special Trustees, and were thereby authorized and directed to make and file in said cause a report of sale to the party of the second part of a certain railroad right of way, and other easements, on and over certain lands of the Chesapeake and Ohio Canal Company lying in Washington and Allegany Counties, State of Maryland, at and for the sum of Five Hundred Thousand Dollars (\$500,000.00) all of which said parcels of said lands of said Canal Company, and the easements thereon and thereover, so sold, being particularly and minutely described as follows.

All the rights, privileges and easements of use for railroad purposes, both permanent and temporary, in, over, through and upon the lands and property of the Chesapeake and Ohio Canal Company, which are particularly named, specified, set out and described in Article I (a) and (b) of the Agreement dated the 16<sup>th</sup> day of January, 1905, entered into between Hugh L. Bond, Jr., and Joseph Bryan, Trustees, and the Western Maryland Railroad Company, and filed as part of the special report of said Hugh L. Bond, Jr. and Joseph Bryan, Trustees, and along with the same, in said Equity cause, on the 26<sup>th</sup> day of January, 1905, marked “EXHIBIT–AGREEMENT,” said lands, rights, privileges and easements so specified in said “EXHIBIT–AGREEMENT” being particularly described as follows: FIRST.

The right and easement of the use in perpetuity by the Western Maryland Railroad Company for a right of way for its Railroad, and for all other railroad purposes, in accordance with its Charter and Subsequent enabling Acts of Assembly, in, over, through and upon all and singular eighteen strips and parcels of land of the Chesapeake and Ohio Canal Company lying and being on the berm side of the Chesapeake and Ohio Canal in Washington County, Maryland, and twenty-four strips and parcels of land of the Chesapeake and Ohio Canal Company lying and being on the berm side of the Chesapeake and Ohio Canal Company in Allegany County, Maryland, and the

[Appendix L continued]

seven parcels of land of the Chesapeake and Ohio Canal Company, or lying across the Chesapeake and Ohio Canal and towpath and the Potomac Valley, in Allegany County, Maryland, known as and wanted by the said Railroad Company for "CROSSINGS" for its railroad piers, bridges and other structures, and the right of way over said Canal and towpath and lands of the Canal Company, each and all of which said strips and parcels of land are designated and numbered as aforesaid, and are particularly described by metes and bounds, courses and distances, and plats thereof, in the schedule of said descriptions and plats filed on the 26<sup>th</sup> day of January, 1905, as part of said Agreement, between said Hugh L. Bond, Jr. and Joseph Bryan, Trustees, and the said Railroad Company, in said Equity Cause, marked "EXHIBIT-DESCRIPTIONS AND PLATS OF PROPERTIES IN ALLEGANY AND WASHINGTON COUNTIES WANTED FOR TIGHT OF WAY AND CROSSINGS" to which exhibit reference is hereby made for a particular and exact description, location and plat of each and all said eighteen parcels of land in Washington County, and said twenty-four parcels of land in Allegany County, and said seven crossings in Allegany County, containing altogether in both said Counties one hundred and thirty-six and one-tenth (136-1/10) acres of land; they being the same strips and parcels of land of the Chesapeake and Ohio Canal Company which are designated, described and set out in said articles 1 (a) of the aforesaid agreement between said Trustees and the said Railroad Company, filed in said cause on the 26<sup>th</sup> day of January, 1905. SECOND.

The right and easement in and to the Western Maryland Railroad Company to have, use, enjoy and exercise all of the temporary rights, easements, licenses and privileges, from the first day of February, 1905, to the first day of March, 1907, which are particularly set out in Article 1 (b) of the aforesaid Agreement between the said Trustees and said Railroad Company, filed in said cause on the 26<sup>th</sup> day of January, 1905, being the easement of the right, during said period, to deposit the waste, earth, stone, rock and other material in, over, along and upon two parcels of the lands of the Chesapeake and Ohio Canal Company lying on the towpath side of the Chesapeake and Ohio Canal, in Allegany County, Maryland, and to leave the same upon said lands, and also the easements, rights, license and privilege, during said period, in and to said Railroad Company, its servants, agents and contractors, to remove from the right of way of the proposed railroad of said Company all such earth, stone, rock and other materials therein and thereon as it shall be proper and necessary to remove in order to grade the same for the road bed of said railroad, and to carry and transport all such earth, rock and other materials from the north or berm side thereof over and across said Canal and towpath thereof, to the south or towpath side thereof, and to deposit the same on, along and upon the said two parcels of Canal lands on the towpath side thereof, and to leave the same there, and to so move and transport all said earth, rock and other materials over and across said Canal as aforesaid, by all such railways, tramways, engines, cars, steam-shovels, derricks, horses and carts, temporary bridges, platforms, overhead cables, buckets and machinery, and by all other ways, means, appliances, devices, plans and methods proper and necessary to so excavate and remove the earth, stone, rock and other materials from said right of way on the berm side of said Canal, and to transport and carry the same over and across said Canal and towpath, and to deposit and distribute the same along and upon said waste parcels as aforesaid, and with the full right to do all other things mentioned and set out in said easement, according to its terms and subject to the conditions therein specified, whether specifically mentioned and set out in this deed or not; a particular and minute description, by metes and

[Appendix L continued]

bounds, courses and distances and plats, of said two parcels of ground on the towpath side of said Canal, upon which said earth, rock and other materials are to be so moved and wasted, and the full terms of which said easement for removing said material from the berm side of said Canal across the same and depositing the same upon said waste parcels, with all its stipulations and provisions, are particularly set out, defined, described and contained in the descriptions, locations and plats of said two "WASTE PARCELS," and the "EASEMENT" for removing such waste across said Canal, filed along with and as part of the said Agreement between said Hugh L. Bond, Jr. and Joseph Bryan, Trustees, and the said Railroad Company, in said case, marked "EXHIBIT-DESCRIPTION OF WASTING GROUND ON TOWPATH SIDE AND EASEMENT FOR REMOVING WASTE ACROSS SAID CANAL," to which Exhibit reference is hereby made for a minute and perfect description of said waste parcels, and the full terms and conditions of said easement for crossing said Canal with said waste. THIRD.

All other rights, privileges and easements, if any, which are set out, specified and included in said Agreement between said Canal Trustees and the said Railroad Company, and the exhibits filed therewith as part thereof, and the said report filed in said cause by said Trustees on the said 26<sup>th</sup> day of January, 1905, and recommended in said report to be sold to the Western Maryland Railroad Company, and which are included in the special report of sale filed therein by the parties of the first part on the second day of February, 1905, whether the same have been specifically mentioned and described in this deed or not.

The use of all said rights, easements and privileges by the party of the second part to be exercised in accordance with and subject to all the covenants, agreements and stipulations contained in said Agreement between said Canal trustees and the said Railroad Company, their privies and representatives.

AND WHEREAS, in pursuance of said decree of said Court, Special Trustees did on the 2<sup>nd</sup> day of February, 1905, file in said cause in said Court their special report of sale of all the aforesaid rights, privileges and easements, subject to the provisions of said Agreement, to the party of the second part, at and for said sum of Five Hundred Thousand Dollars (\$500,000.00) which said sale and Agreement were thereafter by a decree of said Court in said cause finally adopted, ratified and confirmed, and the purchase money aforesaid having been fully paid and satisfied to said Special trustees, they are now authorized by said decree in said cause to make this deed:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the said Hugh L. Bend, Jr. and Benjamin A. Richmond, Special Trustees, do hereby bargain and sell, and by these presents have bargained and sold, given, granted, assigned, conveyed and confirmed unto the Western Maryland Railroad Company, each and all the aforesaid rights, privileges and easements, in, upon, through and over all the above described lands and property of the Chesapeake and Ohio Canal Company, and all the right, title and interest of each and all the parties to said cause in Equity in and to the same subject, however, to all the conditions, covenants and requirements of said Agreement between said Canal Trustees and said Railroad Company.

[Appendix L continued]

TO HAVE AND TO HOLD all of the above rights, privileges and easements (subject to said Agreement), unto the party of the second part, its successors and assigns, for all the uses and purposes above set out, as fully as though they were herein again repeated.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the date first above written.

Hugh L. Bond, Jr. {Seal}

Benj. A. Richmond {Seal}

TEST:

Geo. W. Haulenbeck,

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of March, 1905, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Hugh L. Bond, Jr., and Benjamin A. Richmond, Special Trustees, and did each acknowledge the foregoing deed to be his act.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the date first above written.

Geo. W. Haulenbeck, Notary Public.

## Appendix M

Allegany County Land Records, Liber 111, folios 564–65 containing deed made between the canal company receivers and the Baltimore and Ohio Railroad Company for the Basin Wharf and Surrounding property, 1913.

J. Clarence Lane, Trustee,  
TO  
Baltimore & Ohio R. R. Company

DEED,  
Filed and Recorded July 25<sup>th</sup> 1913 at 11:30 P.M.

THIS DEED, Made this 23<sup>rd</sup> day of December, 1912, bay and between J. Clarence Lane, Trustee as hereinafter mentioned, Grantor, and the Baltimore and Ohio Railroad Company, a corporation of the State of Maryland, Grantee.

WHEREAS, by a decree of the Circuit Court for Washington County entered June 18<sup>th</sup> 1910, in a cause therein depending in which George S. Brown and others, trustees, were Plaintiffs, and the Chesapeake and Ohio Canal Company and others were Defendants, being No. 4191 and 4198 Consolidated Equity Causes, the said J. Clarence Lane was appointed Trustee to sell at final sale the parcel of land hereinafter described together with certain other parcels of land and to report said sale to said Court for ratification and approval; and WHEREAS, said trustee has duly reported to said Court that he has sold to the Baltimore and Ohio Railroad Company all that parcel of land in Cumberland, Maryland, hereinafter described, containing about 167.915 square feet, for the sum of Fifty Thousand Three Hundred and Seventy Four Dollars and fifty cents (\$50,374.50) in cash, and

WHEREAS, after due notice to all parties, said Court by order entered in said cause July 15<sup>th</sup>, 1910, has ratified and approved said sale, and authorized and directed said Trustee, upon the payment of said purchase money to Hugh L. Bond, Jr., George A. Colston and Herbert R. Preston, surviving trustees, to execute and deliver a deed for said parcel of land to the Baltimore and Ohio Railroad Company, and

WHEREAS, the Baltimore and Ohio Railroad Company has paid to said surviving trustees said sum of Fifty Thousand Three Hundred and Seventy Four Dollars and fifty cents (\$50,374.50) NOW THIS DEED WITNESSETH, that in consideration of the premises and the sum of Five Dollars (\$5.00), the said J. Clarence Lane, Trustee as aforesaid, doth hereby grant and convey to the Baltimore and Ohio Railroad Company, its successors and assigns, all that parcel of land situate in the city of Cumberland, State of Maryland, and described as follows:

All that piece or parcel of land lying in the City of Cumberland, being a part of the land first described in the deed from William Walsh and Thomas I. McKaig to the Chesapeake and Ohio Canal Company dated July 1<sup>st</sup>, 1878, and recorded in Liber H.R. No. 51, folio 231, one of the Land Records of Allegany County, which is described as follows: Beginning at a point on the Western boundary of the Baltimore and Ohio Railroad, said point being at or near the end of 147 feet, on the 5<sup>th</sup> line of the condemnation of that Company through the lands of David Shriver, said beginning point being as described in said deed



[Appendix M continued]

from Walsh and McKaig to the Canal Company, ten feet Northward of the switch of the track to the Canal Wharf; and running thence, reversing said condemnation lines corrected to their calls, referring the ends of the several lines to their distances from the centre line of the said Railroad, South 29 degrees 06 minutes West 147 feet; thence South 33 degrees 30 minutes West 400 feet; thence South 33 degrees 30 minutes West 200 feet; thence South 36 degrees 15 minutes West 400 feet; thence South 37 degrees 15 minutes West 306 feet to the beginning of said condemnation survey through David Shriver and Michael Fisher, thence with said line reversed with an allowance of 4 degrees 3 minutes for magnetic variation, North 27 degrees 57 minutes West 5 feet to the Southeast corner of Benjamin Renake's (now R. D. Johnson Milling Company's lot); thence with the lines of said lot corrected, North 38 degrees 48 minutes East 121 feet; thence North 59 degrees West 11-1/2 feet to the Southeast corner of the lot formerly owned by Samuel Milford, now by R. D. Johnson Milling Company; thence North 32 degrees East 120 feet; thence North 33 degrees East 253 feet to the Southeast corner of a lot formerly held by Paynter; thence with said lot, North 29 degrees 15 minutes East 62 feet to the Southeast corner of John T. Dixon's lot', and with the lines of said lot, North 36-3/4 degrees East 31 feet; thence North 70 degrees 49 minutes West 150 feet to Wineow Street, and with said Street, North 17 degrees 19 minutes East 114 feet to the Southwest corner of the retaining wall at the old Wharf; thence North 25-1/2 degrees East 39-4/10 feet to an iron bar, thence North 64 degrees 30 minutes West 370 feet to a stake at the Southeast corner of the land condemned by the Piedmont and Cumberland Railroad Company, a record of which proceedings is in Judgment Record No. 26, folio 55; thence with that land, North 28 degrees East 31 feet to the Northeast corner thereof; thence still with said land, North 59 degrees 35 minutes West 127 feet to the end of 44 feet on the 19<sup>th</sup> line of the first piece of land described in said deed from William Walsh and Thomas I. McKaig to the Chesapeake and Ohio Canal Company dated July 1<sup>st</sup>, 1878, and running thence with the lines thereof, South 72 degrees 40 minutes East 218 feet to the Northwest corner of Charles W. Embrey's store building, thence South 86 degrees 50 minutes East 269-8/10 feet to the Southwest corner of the W. T. and B. Coulehan lot; thence with the lines of the Coulehan lot as found, South 84 degrees 52 minutes East 215 feet; thence with a curve to the left of about 525 feet radius Northeastwardly; thence North 64 degrees 50 minutes East 52-5/10 feet; thence North 59 degrees 05 minutes East 52-5/10 feet; thence North 53 degrees 20 minutes East 52-5/10 feet; thence North 36 degrees 23 minutes East 342-5/10 feet; thence South 62 degrees 54 minutes East 7 feet to the Western limits of the Baltimore and Ohio Railroad and the place of the beginning, containing about 167,915 square feet.

TOGETHER with all the improvements thereon, and the rights and appurtenances thereto belonging. To have and to hold the said parcel of land unto the Baltimore and Ohio Railroad Company, its successors and assigns, forever.

WITNESS the signature and seal of said Grantor.

Test:

Geo. W. Haulenbeck

J. Clarence Lane, {Seal}  
Trustee

## Appendix N

Allegany County Land Records, Liber 106, folios 485–87 (plus map) containing deed made between the canal company receivers and Footers Dye Works for north end of Shriver Basin and adjacent property, 1910.

J. Clarence Lane, Trustee,  
TO  
The Footer Dye Works of  
Cumberland, Maryland.

DEED  
Filed and Recorded Aug. 9<sup>th</sup>, 1910 at @:20 P.M.

THIS DEED, Made this 2<sup>nd</sup> day of August, 1910, by and between J. Clarence Lane, Trustee as hereinafter mentioned, Grantor, and The Footer Dye Works of Cumberland, Md., a corporation of the State of Maryland, Grantee.

WHEREAS, by a decree of the Circuit Court for Washington County entered June 18<sup>th</sup>, 1910, in a cause therein depending in which George S. Brown and others, Trustees, were plaintiffs, and the Chesapeake and Ohio Canal Company and others were Defendants, being Nos. 4191 and 4198 Consolidated Equity causes, the said J. Clarence Lane was appointed Trustee to sell at private sale the parcel of land hereinafter described, together with certain other parcels of land, and to report said sale to said Court for ratification and approval, and

WHEREAS, said Trustee has duly reported to said Court that he has sold to The Footers Dye Works of Cumberland, Md., all that parcel of land in Cumberland, Maryland, hereinafter described, containing about 98,000 square feet, for the sum of Thirty Thousand Dollars (\$30,000) in cash; and

WHEREAS, after due notice to all parties, said Court by order entered in said cause July 15<sup>th</sup>, 1910, has ratified and approved said sale, and authorized and directed said Trustee, upon the payment of said purchase money to Hugh L. Bond, Jr., George A. Colston and Herbert R. Preston, surviving Trustees, to execute and deliver a deed for said parcel of land to The Footer Dye Works of Cumberland, Md., and

WHEREAS, The Footer Dye Works of Cumberland, Md., has paid to said surviving trustees said sum of Thirty Thousand Dollars (\$30,000)

NOW THIS DEED WITNESSETH, That in consideration of the premises and the sum of Five Dollars (\$5.00), the said J. Clarence Lane, Trustee as aforesaid, doth hereby grant and convey to The Footer Dye Works of Cumberland, Md., its successors and assigns, all that parcel of land in the City of Cumberland, State of Maryland, and described as follows:

Beginning at the intersection of the 20<sup>th</sup> line of the first parcel of land conveyed by William Walsh and Thomas I. McKaig to the Canal Company on July 1<sup>st</sup>, 1878, with the 5<sup>th</sup> line of the parcel of land conveyed by them to said Company by deed dated May 25<sup>th</sup>, 1870, said beginning point now being marked with a concrete stone standing South 86 degrees 50 minutes East 44-4/10 feet from the Northwest corner of the frame building

[Appendix N continued]

formerly Charles W. Embrey's storehouse, and running thence, reversing said 5<sup>th</sup> line with an allowance of 1 degree 21 minutes for magnetic variation, North 8 degrees 21 minutes East 355-4/10 feet to the end of 20 feet on said 5<sup>th</sup> line, it being also the end of the 7<sup>th</sup> line of the second piece conveyed by deed dated July 1<sup>st</sup>, 1878; thence with the 8<sup>th</sup> line corrected by an allowance of 1 degrees 30 minutes for magnetic variations to its call, South 67 degrees 15 minutes West 355-4/10 feet to its intersection with the 9<sup>th</sup> line of the conveyance from Thomas Beall to James Scott at the end of 26-8/10 feet on that line; thence with said 9<sup>th</sup> line and part of 8<sup>th</sup> line reversed, with an allowance of 4 degrees 18 minutes for magnetic variation, North 7 degrees 48 minutes East 26-8/10 feet to the intersection of the 3<sup>rd</sup> line of the conveyance from Andrew Steward and others to Dr. J. J. Bruce; prolonged then with said prolonged line reversed, with an allowance of 1 degree 31 minutes magnetic variation, North 33 degrees 18 minutes East 50-26/100 feet; thence North 67 degrees 15 minutes East 87-7/10 feet; thence North 67 degrees 15 minutes East 198 feet to the end of the second line of said conveyance from Steward et. al. to J. J. Bruce; and to the beginning of the second piece conveyed July 1<sup>st</sup>, 1878, by Walsh and McKaig; thence with the line of said second piece, corrected to its calls, North 65 degrees 46 minutes East 406 feet to the West side of Mechanic Street and 15 Northward of the centre line of the arch of the brick bridge; thence with the West side of Mechanic Street, South 34 degrees 30 minutes East 30 feet; thence South 65 degrees 46 minutes West 167 feet; thence with a curve to the left of 66 feet radius a distance of 69 feet; Thence South 2 degrees 27 minutes East 17-5/10 feet to the end of the third line of the deed of Walsh and McKaig to the Canal Company dated May 25<sup>th</sup> 1870, thence reversing said third line South 4 degrees West 371 feet; thence reversing part of the 2<sup>nd</sup> line, South 15 degrees 36 minutes West 34-1/10 feet to its intersection by a line drawn North 86 degrees 50 minutes West from the Southwest corner of W. and B. Coulehan's lot; thence North 86 degrees 50 minutes West 181 feet to the beginning, containing about 98,000 square feet. Subject to all the rights acquired by the Piedmont and Cumberland Railroad Company over a part of the land hereby conveyed under certain proceedings for the condemnation of a right of way had on or about December 30, 1886. A plat is hereto attached upon which the land hereby conveyed is shown, enclosed in red lines.

TOGETHER with all the improvements thereon, and the rights and appurtenances thereto belonging. To have and to hold the said parcel of land unto The Footers Dye Works of Cumberland, Md. its successors and assigns.

Witness the signature and seal of the said Grantor

Witness:

John M. Lane

J. Clarence Lane {Seal}

Trustee

State of Maryland, Washington County, to wit:

I hereby certify, that on this 2<sup>nd</sup> day of August 1910, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Clarence Lane, Trustee, and acknowledged the foregoing indenture to be his act and deed.

Witness my hand and Notarial Seal.

John M. Lane  
Notary Public

## Appendix O

Allegany County land Records, Liber 106, folio 55 (plus map) containing deed made between the canal company receivers and Isaac Hirsch for canal property near the head of Little Basin, 1910.

J. Clarence Lane, Trustee,  
TO  
Isaac Hirsch

DEED  
Filed and Recorded Aug. 11<sup>th</sup> 1910 at 12:10 P.M.

THIS DEED, Made this 2<sup>nd</sup> day of August, 1910, by and between J. Clarence Lane, Trustee as hereinafter mentioned, Granter, and Isaac Hirsch of Cumberland, Maryland, Grantee.

WHEREAS, by a decree of the Circuit Court for Washington County entered June 18<sup>th</sup> 1910 in a cause therein depending in which George S. Brown and others, Trustees, were plaintiffs, and The Chesapeake and Ohio Canal Company and others were defendants, being No. 4191 and 4198 Consolidated Equity causes, the said J. Clarence Lane was appointed Trustee to sell at private sale the parcel of land herein described, together with certain other parcels of land and to report said sale to said Court for ratification and approval; and

WHEREAS, after due notice to all parties, said Court by order entered in said cause July 15<sup>th</sup> 1910, has ratified and approved said sale, and authorized and directed said Trustee, upon the payment of said purchase money to High L. Bond, Jr., George A. Colston and Herbert R. Preston, surviving Trustees, to execute and deliver a deed for said parcel of land to Isaac Hirsch,

AND WHEREAS, Isaac Hirsch has paid to said surviving Trustees said sum of three thousand dollars (\$3,000),

NOW RHIS DEED WITNESSETH, that in consideration of the premises and the sum of Five dollars (\$5.00), the said J. Clarence Lane, Trustee as aforesaid, doth hereby grant and convey unto Isaac Hirsch, his heirs and assigns, all that parcel of land situate in the City of Cumberland, State of Maryland, and described as follows:

Beginning at an iron bar planted at the end of 31-1/2 feet on the 6<sup>th</sup> line of the condemnation of the Piedmont and Cumberland Railway Company vs. Chesapeake and Ohio Canal Company, date of inquisition being December 30<sup>th</sup>, 1886, and a record of the proceedings in said case being in judgment Record No. 26, folio 81, and South 27-1/4 degrees West 80-7/10 feet from the East corner of the North abutment of the Western Maryland Railroad Bridge about 260 feet South of Central Station, and running thence with said 6<sup>th</sup> line, South 61 degrees West 65-1/2 feet; thence South 11 degrees 10 Minutes West 54-1/2 feet; thence South 78 degrees 50 minutes East 50 feet; thence North 11 degrees 50 minutes East 96-3/4 feet to the beginning. The foregoing description is referred to the magnetic meridian for the year 1896. Containing about 3,781 square feet. A plat is hereto attached upon which the land hereby conveyed is shown enclosed in a red line.

[Appendix O continued]

TOGETHER with all the improvements thereon, and the rights and appurtenances thereto belonging. To have and to hold the said parcel of land unto Isaac Hirsch, his heirs and assigns, forever. Witness the signature and seal of the said Grantor.

Witness:

John M. Lane

J. Clarence Lane {Seal}

Trustee.

State of Maryland, Washington County, To-Wit:

I hereby certify, that on this 2<sup>nd</sup> day of August 1910, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Clarence Lane, Trustee, and acknowledged the foregoing indenture to be his act and deed.

Witness my hand and Notarial Seal.

John M. Lane  
Notary Public

## Appendix P

Allegany County Land Records, Liber 111, folios 412–415 containing deed made between the canal company receivers and the Western Maryland Railroad for most of the Little Basin and for the construction of the Western Maryland tracks over the guard and feeder locks, 1912.

J. Clarence Lane, Special Trustee,  
TO

DEED

Filed and recorded Dec. 27<sup>th</sup> 1912 at 2:00 P. M.

Western Maryland Railway Company

THIS DEED, made this 26<sup>th</sup> day of July nineteen hundred and twelve, by and between J. Clarence Lane, Special Trustee, party of the first part, and the Western Maryland Railway Company, a railroad corporation legally incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

WHEREAS by a decree of the Circuit Court for Washington County, Maryland, dated the 26<sup>th</sup> day of June, 1912, and passed in a cause wherein George S. Brown and others are plaintiffs and The Chesapeake and Ohio Canal Company and others are defendants, the same being Nos. 4191 and 4198 Consolidated Equity causes in said Court, the said J. Clarence Lane was appointed Special Trustee and was thereby authorized and directed to make and file in said cause a report of the sale to the party of the second part of certain lands of the said Chesapeake and Ohio Canal Company and certain easements on and over certain other lands of said Canal Company lying in Allegany County, State of Maryland, at and for the sum of One Hundred and Fifty One Thousand Five Hundred Dollars (\$151,500), said lands of said Canal Company and the said Easements so sold being particularly and minutely described in a certain agreement entered into by and between the Surviving Trustees and the Western Maryland Railway Company and shown upon a plat or blue print attached thereto and filed in the said causes June 12<sup>th</sup>, 1912, which description in said agreement is as follows:

Beginning at the end of the 37<sup>th</sup> line of a tract of land called “Walnut Bottom,” as located by Thomas F. White, County Surveyor, it being also the beginning of another tract of land called “The First Chance,” and also the end of the third line of that lot or parcel of land described in the condemnation proceedings of the Chesapeake and Ohio Canal Company vs. Thomas I. McKaig, Trustee, and T. S. McKaig, Lessee, date of the Inquisition being January 4<sup>th</sup>, 1868, and a record of said proceedings in said case being in Judgment Record No. 12, folios 68, etc., in the Office of the Clerk of the Circuit Court for Allegany County, and running thence with the fourth line of said lot condemned for the use of said Canal Company, North eleven (11) degrees East two hundred and forty nine (249) feet to the third line of another lot or parcel of land described in the condemnation proceedings of the Chesapeake and Ohio Canal Company vs. Thomas I. McKaig, Trustee, date of Inquisition being January 4<sup>th</sup>, 1868 and recorded as aforesaid in Judgment Record No. 12, folios 51, etc.; and running thence with said third line, North seventy six (76) degrees East nineteen (19) feet to the end thereof; thence with the fourth line, North two (2) degrees fifty three (53) minutes West two hundred and seventy and six-tenths (270.6) feet to the beginning of said land and to the end of the third line of that lot or parcel of land described in the condemnation proceedings of the Chesapeake and Ohio

## [Appendix P continued]

Canal Company vs. Jacob A. Earlougher, date of Inquisition being January 4<sup>th</sup>, 1868 and recorded as aforesaid in Judgment Record No. 12, folios 53, etc., and running thence with the fourth line thereof, North one (1) degree fifty three (53) minutes West seventy one (71) feet to the beginning thereof, and to the end of the first line of that lot or parcel of land described in the condemnation proceedings of the Piedmont and Cumberland Railway Company vs. Chesapeake and Ohio Canal Company, the date of Inquisition being December 30<sup>th</sup>, 1886, and recorded as aforesaid in Judgment Record No. 26, folio 81, and running thence with the second, third, fourth, fifth and part of the sixth lines thereof, South five (5) degrees forty (40) minutes West seventy five (75) feet; South 0 degrees fifty five (55) minutes West one hundred and sixty three (163) feet, still South 0 degrees fifty five (55) minutes West twenty (20) feet; North twenty eight (28) degrees West one hundred and thirty one (131) feet; South sixty (60) degrees West thirty one and one half (31-1/2) feet to the beginning of that lot or parcel of land which was conveyed by J. Clarence Lane, Trustee, to Isaac Hirsch, by deed dated August 2<sup>nd</sup>, 1910, and recorded in Liber No. 106, folio 511, one of the Land Records of said County, and running thence reversing the fourth, third and second lines thereof, South eleven (11) degrees fifty (50) minutes West ninety six and three fourth (96-3/4) feet; North seventy eight (78) degrees fifty (50) minutes West fifty (50) feet; North eleven (11) degrees ten (10) minutes East fifty four and one half (54-1/2) feet to the said sixth line of the Piedmont and Cumberland Railway Company's condemnation, and with it South sixty (60) degrees West forty six (46) feet to Wills Creek; then down said Creek, South twelve (12) degrees West three hundred and seventy seven (377) feet to intersect a line drawn parallel to and thirty (30) feet Northerly from the face of the North wall of the feeder lock; then with said line and its prolongation, South eighty two (82) degrees thirty five (35) minutes East two hundred and thirty nine (239) feet to a line parallel to and eighty three (83) feet Easterly from the centre line of the Chesapeake and Ohio Canal, it being the division line between the land of the Chesapeake and Ohio Canal Company and that of the Consolidation Coal Company, then with said line North four (4) degrees East twenty two (22) feet to the line of the old division wall between the Shriver and Fall's land; then with said line South seventy two (72) degrees thirty (30) minutes West ten (10) feet to the beginning. Containing one and ninety-five hundredths (1.95) acres of land, more or less.

Said lands so hereby purchased by the Railway Company being all the lands now owned by the Chesapeake and Ohio Canal Company, within the following boundaries, viz:—On the South by a line drawn parallel to and distant thirty (30) feet Northerly from the North wall of the feeder lock of said Canal; on the North by Baltimore Street; on the East by South Mechanic Street; and on the West by Wills Creek, in Cumberland, Maryland, whether specifically included within the above particular description by metes and bounds, or not so included. The foregoing description being made from a re-location of a survey made by Thomas Leiper Patterson in the year 1896 and the courses are referred to the magnetic meridian of that year.

The Easements hereby agreed to be purchased and the terms upon which said easements are to be granted are as follows: — The right to construct, maintain and operate its railroad of two or more track in perpetuity from the Southern Boundary of the land hereby agreed to be purchased, above described, over the feed lock and lift lock of said Canal Company and over the land of said Canal Company and the Potomac River, upon a location, the centre line of which



## [Appendix P continued]

shall be as follows:—Beginning at the Southern boundary of the land hereby agreed to be purchased and running thence with a ten (10) degree curve to the right crossing the Northern wall of said feeder lock at a distance of sixty one and seven tenths (61.7) feet, measured along the face of said wall from the face of the river wall thereof, and crossing the Southern wall of the lift lock at a distance of fifty one and eight tenths (51.8) feet, measured along the face of said wall from the face of the river wall thereof, and continuing with the same curvature across and over the Potomac River to a point about sixty (60) feet beyond the dam, and continuing thence still over and across said river by a tangent to the West Virginia Shore, and to, over, and upon the Canal Company's Property, there situate in said State, and also the right to construct and maintain abutments and piers for the bridge or bridges over the feeder lock and lift lock, and abutments and piers for its bridge over the Potomac River, as shown on the plat hereinafter referred to, provided that, in the construction of said railroad from the Southern boundary of the land hereby agreed to be purchased to the face of the Northerly river abutment, to be constructed by the Railway Company, said Railway Company shall not occupy more than twenty (20) feet on either side of said centre line, except for the land necessary for the construction of the abutments and piers of its bridge or bridges over said feeder lock and lift lock and its river abutment, which abutments may be extended as shown upon the plat hereinafter referred to, but may occupy thirty (30) feet on either side of said centre line, from thence on, across and over said river, to and upon said Canal land, in West Virginia, and provided further that said railroad shall be constructed over said feeder lock and lift lock so as not to interfere with the maintenance and operation of said locks as now constructed and operated. The Railway Company shall construct its abutments or other supports for its bridge or bridges over said feeder lock and lift lock at least two (2) feet back of the face of each wall of each of said locks, and provide a foot-way along each wall under said bridge with a vertical clearance of not less than six (6) feet six (6) inches between said foot-way and the lowest part of the superstructure of said bridge. The Railway Company may lower the lock wall sufficiently to provide this clearance, and shall provide stone or concrete steps so as to reach the other parts of the walls. The Railway Company shall also provide a foot-way across its railroad South of the lift lock, to enable persons having business at said locks to reach the river side of the said Canal Company. The Railway Company proposes to fill in that portion of the Canal basin lying within the boundaries of the land here agreed to be conveyed and hereby agrees to protect the Southerly edge of said fill by means of rip rap or stone slope wall to prevent erosion of said fill by the water entering the Canal through the feeder lock.

The Railway Company agrees, at its own expense, to rip rap with large stone the guard bank of the Canal between the river abutment of its proposed bridge and the Easterly abutment of the dam across the Potomac River, and to extend said rip rap for a distance of at least one hundred and fifty (150) feet below the dam. Said lands and easements are further described by a plat of the same hereunto attached as part of this deed and whereon said parcel of land and said easements are indicated by the lines thereon so far as the same are applicable to said description.

AND WHEREAS, in pursuance of said decree of said Circuit Court for Washington County, dated the 26<sup>th</sup> day of June, 1912, the party of the first part thereafter on the 27<sup>th</sup> day of June, 1912 sold the above described lands and easements to the party of the second part at and for the sum one hundred and fifty one thousand five hundred dollars (\$151,500), and thereupon on said last named day reported said sale to the second party to said Circuit Court for Washington County,

[Appendix P continued]

by a special report filed in said consolidated cases, upon which an order nisi was passed by the Clerk of said Court and duly published, in accordance with the rules of said Court, and which said sale was thereafter by a decree of said Circuit Court for Washington County, finally ratified and confirmed, and the second party having fully paid and satisfied the aforesaid purchase money unto the first party, he is authorized by said orders, decrees and proceedings to execute this deed.

NOW THEREFORE, in consideration of the premises and the receipt by the said Special Trustee of the said sum of One Hundred and Fifty One Thousand Five Hundred Dollars (\$151,500) from the party of the second part, the receipt of which is hereby acknowledged, the said J. Clarence Lane, Special Trustee, does hereby bargain and sell and by these presents has bargained and sold, given, granted, assigned, conveyed and confirmed unto the Western Maryland Railway Company, its successors and assigns, all of the land hereinabove mentioned and described, and the easements hereinabove mentioned and described, and all the right, title and interest of each and all the parties to said causes in equity, in and to the same, subject, however, to all the conditions, covenants and requirements of said agreement between the Canal trustees and the said Railway Company. To have and to hold all the above lands and easements (subject to said agreement) unto the party of the second part, its successors and assigns, for all the uses and purposes above set forth, as fully as though they were herein again repeated.

IN WITNESS whereof the party of the first part has hereunto set his hand and seal the day and date first above written.

Witness: John C. Bolinger

J. Clarence Lane {Seal}  
Special Trustee

Stat of Maryland, Washington County, To-Wit:

I hereby certify that on this 26<sup>th</sup> day of July 1912, before the subscriber, a Notary Public of the State of Maryland, in and for Washington County, personally appeared J. Clarence Lane, Special Trustee, and acknowledged the foregoing deed to be his act.

In testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

John C. Bolinger, N. P.

Approved as to form,

Benj. A. Richmond,  
Railway Co's Counsel.

Appendix Q.

*Cumberland Times* (1959 or 1960) Photograph and article concerning the loading docks on Wills Creek.

[NOTE: This photo and article are not available in this edition of the Historic Resource Study]

## Appendix R.

Roughly drawn map showing existing canal structures at Cumberland, 1978.ading docks on Wills Creek.

[NOTE: This map is not available in this edition of the Historic Resource Study]

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